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160



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Authors and Publishers

A Manual of Suggestions for Beginners in Literature

Comprising a Description of Publishing Methods and Arrangements, Directions for the Preparation of MSS. for the Press, Explanations of the Details of Book-Manufacturing, Instructions for Proof-Reading, Specimens of Typography, the Text of the United States Copyright Law and Information Concerning International Copyrights, Together with General Hints for Authors

By
G. H. P. and J. B. P.

Seventh Edition

Rewritten, with Additional Material

*Cras scribet qui nunquam scripsit,
Quique scripsit cras scribet.*

The Spectator (London)
in parody of the "Pervigilium Veneris."

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1897

iii



Preface to the Seventh Edition.

THE first edition of this manual was published in 1883. There has been for the book such continued demand as to indicate that the information and suggestions presented have been found of service or of interest not only to the "beginners in literature," to whom the volume was more particularly addressed, but to some of the older members of the literary guild, and possibly also to that evanescent individual known as "the general reader." There seems to be some special fascination for a considerable proportion of the community, in matters connected with the production of literature, and even with the methods of the manufacture and distribution of books; and the large measure of interest shown by successive generations in the reminiscences of authors, and in the details of their work, indicates that the *quidquid agunt scriptores* is felt to possess a greater general importance than attaches to the doings of workers in other divisions of human activity. It can only be on

Preface

iv	Preface to the Seventh Edition
Preface	<p>some such ground that authors have so frequently felt justified in taking the public into their confidence concerning the record of their business relations, and in regard generally to their disappointments, perplexities, or irritations, details which other classes of workers prefer, as a rule, to consider as matters personal to themselves and to their business agents.</p> <p>The present volume undertakes to present, in convenient form for reference, information concerning the several methods of publishing arrangements, the various matters to be considered, after the publishing arrangement has been completed, in putting the book through the press, and the measures adopted, after the book has been put into print, in finding sale or in trying to find sale for it.</p> <p>In reshaping the material for this revised edition, attention has been given to certain phases of literary and publishing methods which have come into existence, or which have come into increased importance, since the manual was first issued, fourteen years ago, such as the development of authors' societies, and the use of literary agencies and "syndicates."</p> <p>I ask consideration also for the plan I have outlined for the instituting of Literary Courts or Boards of Arbitration to which could be entrusted the determination of issues arising between authors and publishers, authors and authors, and publishers and publishers.</p>

Preface to the Seventh Edition

v

Preface

It is undoubtedly the case that in a very large proportion of the instances in which literary workers believe themselves to have had cause for complaint or for dissatisfaction, the difficulty has been due to misapprehensions or to lack of information in regard to the conditions and necessary limitations of the business of making and of selling books, and in regard to the actual rights and the actual obligations of authors.

If, by the presentation of information not heretofore conveniently accessible, or through the explanation of conditions which are frequently misunderstood, this manual may prove of any service in lessening misapprehensions, and in furthering harmony of relation between the authors and their business agents and representatives, the publishers, the purpose of its publication will have been accomplished.

G. H. P.

New York, March, 1897.







Contents

PART I.

	PAGE	
I.—INTRODUCTORY	I	Contents
II.—PUBLISHING ARRANGEMENTS	36	
BOOKS PUBLISHED AT THE RISK AND EXPENSE OF THE PUBLISHER.		
<i>a.</i> The Purchase of Copyright	39	
<i>b.</i> The Royalty System	44	
<i>c.</i> Payments in Lieu of Royalties	56	
<i>d.</i> The Half-Profit System	57	
BOOKS PUBLISHED FOR THE ACCOUNT OF THE AUTHOR, <i>i.e.</i> , AT THE AUTHOR'S RISK AND EXPENSE, OR IN WHICH HE ASSUMES A PORTION OF THE INVESTMENT.		
<i>a.</i> The Author Bears the Entire Expense	74	
<i>b.</i> Author's Ownership of Plates and of Copyright	79	
Summary	82	

viii	Contents
Contents	<div>PAGE</div> <div> PUBLISHING ARRANGEMENTS FOR PRODUCTIONS FIRST PRINTED IN PERIODICALS OR CYCLOPÆDIAS 89 III.—OBLIGATIONS UNDER THE PUBLISHING AGREEMENT 98 IV.—THE LITERARY AGENT 124 V.—AUTHORS' ASSOCIATIONS 155 VI.—ADVERTISING 162 VII.—GENERAL CONSIDERATIONS 185 VIII.—ON SECURING COPYRIGHT 203 I. The Law of Copyright in the United States 203 II. Analysis of the Provisions of the Copyright Law of 1891 217 General Suggestions 227 PART II. THE MAKING OF BOOKS 233 The Preparation of the Manuscript 235 Specimens of Type 240 Measuring Type 245 Composition 246 Office Proof 247 Author's Proof 247 Corrections of the Press 255 Electrotyping 257 Presswork 257 Making Ready 261 </div>

Contents	ix
<div> <div>BOOKBINDING</div> <div>Library Bindings</div> <div>ILLUSTRATIONS</div> <div>Steel-Plate Engraving and Print- ing</div> <div>Etchings and Photogravures</div> <div>Wood-Cuts</div> <div>Photo-Engraving</div> <div>The Heliotype, or Gelatine, Process</div> </div> <div> <div>PAGE</div> <div>263</div> <div>271</div> <div>275</div> <div>275</div> <div>276</div> <div>277</div> <div>279</div> <div>281</div> </div>	<div>Contents</div>



PART I.

The Relations of Authors and
Publishers



Publishing Methods and Arrangements



On Securing Copyright

By G. H. P.



AUTHORS AND PUBLISHERS

Introductory

IT has been a popular assumption that between authors and publishers little sympathy existed ; and from the very beginnings of literature there has been a more or less continuous stream of complaints from authors who have felt themselves aggrieved, on one ground or another, against the men through whom their productions have been brought before the public. These authors have, in not a few cases, convinced themselves, or at least have endeavored to convince others, that if they failed to receive from the public what in their opinion was an adequate return for their productions, such failure was chargeable not to any want of substantial merit in their work, but to the lack of effective business service on the part of the publishers, or to the tendency of the latter to absorb for themselves an undue proportion of the receipts.

The Sins
of
Publishers

Grievances
of Authors

The story of Campbell, at a literary dinner, proposing the health of Napoleon, because he once shot a publisher,¹ has often been quoted as a fair expression of the feelings of literary workers, and if there is any truth in the picture which represents the publisher as a sort of ogre, whose den is strewn with the bones of authors, and who quaffs his wine out of their skulls, this assumption is certainly natural enough, as between the eater and the eaten there can be little love lost. It must be admitted that the reminiscences of authors do contain not a few instances which serve to justify this vulgar impression as to the piratical and profit-absorbing tendencies of publishers. The complaints begin as early as the time of Martial, who was a most persistent grumbler. He indulged in the luxury of having not less than four publishers at one time, and took occasion to include invectives against them all in satires or epigrams which the publishers obligingly continued to publish for him. Horace, too, complained that his publishers, the Sosii, took to themselves the gold produced by his writings, leaving for "the author's reward only fame in distant lands and with posterity," and even Cicero was not

¹ Johann Philipp Palm, of Nuremberg, shot in 1806 for publishing a pamphlet against the rule of the French in Germany.

always ready to be satisfied with the reports of his valued friend and prince of publishers, Atticus. In modern literary history, the names of Milton, Johnson, Goldsmith, Voltaire, Balzac, Heine, Byron, the elder Disraeli, and many others will at once recur to mind as having left, in their books or in their correspondence, more or less acerbitous criticisms of their publishers. And, to bring the record down to our own days, that charming writer and true-hearted humanitarian, Walter Besant, while speaking of his own business relations as being entirely satisfactory, has been taking up the cudgel most vigorously on behalf of the oppressed class of literary workers, and has shown eloquently, if not quite convincingly, that in the publishing business as now carried on there is no risk, and that the substantial profits from the production of literature are in great part absorbed by the grasping publishers.

Such a long series of complaints from literary workers of many generations constitutes on its face rather a serious indictment against the fair dealing of publishers, but before deciding that a good case has been made out, one or two considerations are entitled to attention. It is proper to remember, in the first place, that nearly all the narratives of the differences that have arisen between authors and publishers have come to us in *ex parte*

Grievances
of Authors

Mitigating
Considerations

statements. In the exceptional instances in which the rejoinder of the publisher is placed on record, a very different aspect is usually given to the case. Secondly, these *ex parte* opinions come to us from members of a *genus irritabile*, whose perceptions of the facts and equities of business transactions must in any case be taken with much allowance, and of whom some at least, such as Voltaire, Balzac, Heine, and others, can hardly be trusted to tell straight stories of matters in which their own vanity or interest was involved. It is further to be remembered that, while the transactions between authors and publishers would now aggregate a very considerable number (equal, of course, to the total number of books published), the public has its attention called to those instances only in which the authors have imagined themselves to have ground for complaint or texts or pretexts for satire. In reading about these, it is easy to forget how very inconsiderable a proportion they must bear to the long list of transactions concerning which the authors had no criticisms to make, whether well founded or otherwise. The hundreds of thousands of cases in which the authors have, through the successful co-operation of their publishers, received from the public a satisfactory return for their labors, give no text for satirical chapters in fiction, no themes for fierce onslaughts in reminiscences;

they remain naturally and of necessity uncommemorated.

And, finally, it is proper to remember that publishers are the only class of business men whose sins, real or imaginary, come into literature. Their clients have the ear of the public and sometimes of posterity, and are ready to assume that the details of their personal concerns and grievances are as interesting to their readers as they may have been important to themselves. If the complaints against lawyers, bankers, physicians, and merchants, on the part of their respective clients, were in like manner from time to time put into literary form, the misdeeds of publishers would, in comparison, sink into absolute insignificance. It would, of course, be absurd to take the ground that there have been no misdeeds on the part of the publishers. I simply contend that, so far as we can judge from the trustworthy evidence, the balance of any "misdeed account" between themselves and their authors would not be against the publishers ; and, more specifically, that the authors have not, as a whole, paid for the service of getting their works before the public a larger proportion of the proceeds of literature than was needed for the organization and maintenance of the skilled machinery requisite.

It may further be suggested that, as litera-

**The Case
for the
Defence**

**A Commercial
Status for
Literature**

ture has developed in commercial importance and has established its commercial status, the relations of authors and publishers have in various respects undergone material modifications; so that the occurrences which gave rise to certain bitter passages in authors' reminiscences of a century back, would under the conditions of to-day be impossible. Grub Street exists no more, and with Grub Street have disappeared the patron and the publisher of old-time literary history and literary hatred. The last appearance in literature of the publisher of the Grub Street period occurs, I believe, in *Pendennis*, where Warrington and young Pen are described as going down to Fleet Street to sell Pen's poem, and Pen becomes acquainted with the manner in which the rivals of the publishing fraternity, Bungay and Bacon, bully on the one hand their ill-paid hacks, while ever ready on the other to toady to their aristocratic clients. This picture in *Pendennis*, by the way, could not have been given as a personal experience, for it is on record that Thackeray's long-continued personal relations with his own publishers (Smith and Elder) were both pleasant and profitable.

It is certainly the case to-day that authors who can produce wares possessing commercial value, find little difficulty in securing for them such value. Publishers are always on

the lookout for real material, that is, for material possessing that indescribable quality which secures popular appreciation, and they can be trusted, on the ground of their competition with each other, if for no other reason, to pay for such material its market value. Indeed, it happens frequently enough from season to season that, in the ardor of competition and with some undue optimism in regard to the co-operation of the book-buying public, publishers are tempted to pay for literary productions, in the shape of royalties, of guaranteed advances, or of a combination of both, amounts considerably in excess of the sums which can actually be secured from the sales of the books. The amounts of such deficiencies must, of course, proportionately reduce the capital available for future literary investments, and must also lessen the optimism of the publishers in regard to similar ventures for succeeding seasons.

It may on the whole safely be concluded that it is chiefly the feebler sort of authors who make any attempt to keep up the "ogre" theory or to assume that publisher and "bulldozer" are synonymous terms. The fledgling, whose first venture has been entered upon with large expectations, may be ready to imagine that the profits on which he had fondly calculated, and which he has failed to realize, have been absorbed by the pub-

Material
with Mar-
ket Value
Always in
Demand

The Earn-
ings of
Literary
Producers
Fixed by
Demand,
Supply,
and Com-
petition

lishers. The author who has experience in literature and knowledge of business is, however, as a rule, ready to recognize that, while in certain undertakings the results may be unsatisfactory or may bring "inequities" for one party or the other, the series of transactions between authors and publishers must, as an entirety, be regulated by the same inexorable laws of supply and demand, and under the same pressure of competition, which control all buying and selling. The interests of authors and publishers are, like those of all producers and distributors, practically identical.

A noteworthy instance in literary history, the account of which as first given to the world by the author requires to be completed and corrected by the fuller record from the side of the publisher, is that of the relations of Sir Walter Scott with Archibald Constable. The readers of Lockhart's *Life of Scott* are left with the impression that the financial ruin of the great author was principally due to the mismanagement of his business interests by the publisher Constable, and that if Scott could have secured the full returns from his magnificent literary properties, returns which were, in fact, squandered in Constable's speculations, his last years would not have been harassed with financial cares and shadowed by overwork. When, however, we have placed before us, in the *Memoirs of Con-*

stable, the full statement of his transactions with Scott, we find that, during nearly the whole course of his relations, the author's unbounded optimism had led him to make drafts upon profits not yet earned and even to call for large advances against books still to be written ; so that at the time of Constable's failure, Scott was actually in debt to his publisher £10,000, representing moneys advanced upon manuscripts still to be delivered and for the most part not even written. It seems probable that this sum would have been adequate to save the publishing firm from failure, a failure which was said to have been the chief cause of Constable's death a year later. Scott's magnificent struggle through the later years of his life to redeem all his business obligations, including not only the repayment to Constable's creditors of the £10,000, but also the settlement of the still larger sums for which he was liable as partner in the printing concern of his old school-friend Ballantyne, may well have been intensified by his regrets for the optimistic heedlessness which assuredly had had not a little to do in bringing about the ruin and death of his publisher.

The recently issued *Memoirs of John Murray* (the second) give not a few instances of serious losses incurred by the publisher from works from which, according to the belief of

Scott
and
Constable

Murray
and his
Authors

the authors, he had, notwithstanding liberal payments for the copyrights, secured the larger share of the profits. It is interesting to note in these volumes the various little side-lights which are thrown upon some of the well-known names of literature, like Moore, the Disraelis, Coleridge, and others, who imposed not a little on the trusting liberality of the great publisher, and who are shown to have been often ready to take money without any adequate *quid pro quo* or even without any *quid pro quo* at all. The impression is also left throughout the *Memoirs* that they are, as an Hibernian might say, "full of kindly reticences," and that if the note-books of Murray had been transcribed more fully, a much more considerable balance would have been shown to have been due from the literary workers to their business agent for unprofitable work, for overpaid work, and for work paid for but never delivered.

Washington Irving was one of the kindest of men as also one of the most modest and least self-asserting of authors. It is evident, however, from *Murray's Memoirs* that Irving was led (apparently, according to his own letters, "by the counsel of over-zealous friends") to place too high an estimate upon the commercial value of some of the earlier of his writings, and that Murray, having persuaded himself to accept the author's estimate, be-

came a heavy loser through the publication of some of Irving's most famous books. Irving's later arrangement with his American publisher, the late George P. Putnam, under which the publisher, in place of "speculating" in the volumes by paying at guesswork advance prices for their copyrights, paid a royalty on the copies actually sold, proved much more satisfactory for both author and publisher, and produced for the author and his heirs a substantial income extending over thirty years.

The list of Memoirs of publishers is at best but inconsiderable. In these Memoirs it can, I think, be said that stress has uniformly been laid upon the pleasanter phases of the relations between the publishers and their clients, while the writers have, as a rule, not thought it worth while to bring into literature or before the public the publishers' record of literary contracts unfulfilled or of publishers' confidences imposed upon, a record which might assuredly have been made a long one.

It is possible to find instances of authors who are conscious that the judgments of their own class concerning business matters are not always to be trusted and who have themselves held favorable opinions of the publishing fraternity. Their statements can, of course, not be considered as disproving, or even as disposing of, the conclusions of other authors whose personal experiences have been

What
Publishers
Say of
their
Authors

Howells
on
Publishers
and
Authors

less fortunate or whose general theories concerning (publishing) human nature are more pessimistic. A man who has a grievance or who believes in the existence of a grievance is not answered by being confronted by another man (even of the same class) who has none. It may, nevertheless, be worth while, as one phase of the general subject of the relations of authors and publishers, to make one or two citations from these optimistic writers.

W. D. Howells, in a paper on "The Man, of Letters as a Man of Business," writes as follows :

"There is always something disappointing in the accounts of publishers, which is, I fancy, because authors are strangely constituted, rather than because publishers are so.

"No, we literary men must learn, no matter how we boast ourselves in business, that the distress we feel from our publishers' accounts is simply idiopathic ; and I for one wish to bear my witness to the constant good faith and uprightness of publishers. It is supposed that because they have the affair altogether in their hands they are apt to take advantage in it ; but this does not follow, and as a matter of fact they have the affair no more in their own hands than any other business man with whom you have an open account. There is nothing to prevent you from looking at their books, except your own innermost belief and

fear that their books are correct, and that your literature has brought you so little because it has sold so little.

“The author is not to blame for his superficial delusion to the contrary, especially if he has written a book that has set everyone talking, because it is of vital interest. It may be of a vital interest, without being at all the kind of book people want to buy ; it may be the kind of book that they are content to know at second hand ; there are such fatal books ; but hearing so much and reading so much about it, the author cannot help hoping that it has sold much more than the publisher says. The publisher is undoubtedly honest, however, and the author had better put away the comforting question of his integrity.

“The English writers seem largely to suspect their publishers (I cannot say with how much reason, for my English publisher is Scotch, and I should be glad to be so true a man as I think him) ; but I believe that American authors, when not flown with flattering reviews, as largely trust theirs. Of course there are rogues in every walk of life. I will not say that I ever personally met them in the flowery paths of literature, but I have heard of other people meeting them there, just as I have heard of people seeing ghosts, and I have to believe in both the rogues and the ghosts, without the witness of my own

**Bowells
on
Publishers
and
Authors**

**Bowells
on
Bargains
and
"Piracies"**

senses. I suppose, upon such grounds mainly, that there are wicked publishers, but in the case of our books that do not sell, I am afraid that it is the graceless and inappreciative public which is far more to blame than the wickedest of the publishers. It is true that publishers will drive a hard bargain when they can, or when they must, but there is nothing to hinder an author from driving a hard bargain, too, when he can, or when he must ; and it is to be said of the publisher that he is always more willing to abide by the bargain when it is made than the author is, perhaps because he has the best of it. But he has not always the best of it ; I have known publishers too generous to take advantage of the innocence of authors ; and I fancy that if publishers had to do with any race less diffident than authors, they would have won a repute for unselfishness that they do not now enjoy. It is certain that in the long period when we flew the black flag of piracy there were many among our corsairs on the high seas of literature who paid a fair price for the stranger craft they seized ; still oftener they removed the cargo, and released their capture with several weeks' provision ; and although there was undoubtedly a good deal of actual throat-cutting and scuttling, still I feel sure that there was less of it than there would have been in any other line of business

released to the unrestricted plunder of the neighbor. There was for a long time even a comity among these amiable buccaneers, who agreed not to interfere with each other, and so were enabled to pay over to their victims some portion of their stolen goods. Of all the business men, publishers are probably the most faithful and honorable, and are only surpassed in virtue when men of letters turn business men."

George William Curtis, whose relations for nearly half a century with publishers were intimate enough to give him opportunities for forming an opinion, writes as follows :

"How often has the Easy Chair assured the incredulous writer of poems, or essays, or tales, or sketches of travel, or any of those papers which are the life of a magazine, or of the books which are the prosperity of publishers, that editors are not malignant Quilps who delight to stick forks in the eyes of unresisting wooden figures, and that it is not of publishers that the rhyme is written, 'Fee, faw, fum,' nor is the word Englishman in the rhyme meant to describe the author whose bones the grisly ogre-publisher yearns to grind to make his bread. Yet the tradition is very tenacious that, like the luxurious princes who fed on ortolans, so publishers fatten upon the brains of authors.

"Doubtless many a young poet gnaws his

Curtis
on
Publishers
and
Editors

16	Authors and Publishers
Curtis on Poets and Publishers	<p>heart reflecting that publishers conspire not to print his songs, or that the public conspires not to read them. His book is not printed or it is not read. He is therefore the victim of a bitter wrong. How much better is his verse than that of the others whose songs are in all hearts and upon all tongues ! It is a cruelly unjust world, thinks the poet, because the editor and the publisher will not own his merit ; and he casts a green eye upon the more fortunate who can cajole or corrupt the publisher, and so soar to fame. Will the kind author who cannot (and quite naturally) receive his MS. back again without a pang, reflect that one-half of the books published each year in the United States fail to return their cost, and that one-half of the remainder bring no profit, leaving the cost of supporting the publishing machinery of the country to be borne by the publishers' share of the profits of one-fourth of the books issued ?</p> <p>“It was only last month that we mentioned how much Washington Irving owed to his publisher, the late George P. Putnam. The correspondence between the two men gives a charming glimpse of the relation that may subsist between the author and the publisher, and disposes of the theory that they are natural enemies. What Irving says of his publisher many another author could say also from his own experience. But it is none the</p>

less true that authors (and in this day of magazines their name is legion) do often feel that they are greatly wronged by publishers, and that the business of publishing books and magazines is conducted by favoritism, and envy, hatred, and all uncharitableness. But the business of publishing and editing must, like all other business, to be profitable, be conducted upon business principles, and such principles do not permit the publishing of dull books merely because they were written by personal friends of the publishers, nor the acceptance of articles for magazines because they are the work of the editors' cronies. The fresh genius, the new writer, who shall out-strip Dickens and charm more sweetly than Longfellow, is the hope and anticipation of editor and publisher, and you, young sir or madam, with your modest manuscript, are you not, probably, the celestial visitant long awaited, and now newly alighted upon the planet?

“But the test of your claim upon a publisher is the probability of your public recognition. You have no right to ask him to pay for the printing and publication of a book which nobody will buy. You may be a great poet or a great prophet (even Wiggins himself), but that does not authorize you to levy upon your neighbor's purse. If your neighbor, being a merchant, decides that he must lose his money should he publish your book, as a

Perkins
on
Publishers

good merchant, he will decline to publish it. It would be as foolish for him to insist that you should give him money upon the pledge of something that you thought to be valueless, as for you to make a similar demand upon him. As a shrewd merchant, he will publish your work upon the best terms he can make with you if he sees his advantage in it, and as an honorable merchant he will strictly observe his bargain with you."

Another writer whose experience was, on the whole, not unsatisfactory, Mr. Frederick B. Perkins, uses the following words :

"I have dealt with a good many publishers, and while I have found some few of them arrogant, discourteous, oppressive, and generally abominable in both personal and business intercourse, I desire to record my testimony that as a class they are courteous and honorable gentlemen ; fair and liberal in views, intentions, and actions, and pleasant and intelligent in mind and intercourse. For my own part, after having examined in detail a good many transactions with publishers for other people, and after having a good many dealings with them for myself, I should be satisfied that what my publisher told me about the sale of my book was true ; that he had done his best to sell it, and that what he had paid me (for my share of the proceeds) was right."

In an article on "The Publisher's Vocation," the text for which was the cordially appreciative memoir by Thomas Hughes of the publisher Daniel Macmillan, the Rev. Julius H. Ward says :

Julius H.
Ward
on the
Pub-
lisher's
Vocation

"The reading public is ready enough to acknowledge its obligations to authors, and seldom thinks of the party named at the foot of the title-page, through whose agency a book is brought out. The traditions of books give every advantage to the author and printer, and place the publisher midway between heaven and earth, where he is likely to suffer abuse from everybody. Yet he has a relation to the literary public the importance of which can hardly be exaggerated, and without which literature would almost cease to prosper. The author creates, the publisher simply puts his wares on the market ; but between the publishing of books that deprave the public taste and those that elevate it, no one stands in a more responsible position than the man who puts them on the market. The quarrels of authors with publishers would make a long story, and, on the other hand, the encouragement which publishers have given to authors has often been the making of them, and has given direction to the development of a generation of readers.

"Their business has its mechanical and secular side, but it also has its moral and edu-

Julius B.
Ward
on the
Pub-
lisher's
Vocation

cational side. They can much more easily degrade than they can elevate the public taste, and where a publisher has chosen to bring out only good books, and has put conscience into his business, he has always risen through his work to a position of commanding influence. One does not hesitate a moment to buy the books issued by the leading English and American Houses on the score of their morality, and hardly on the score of literary merit. The reputation of the best Houses is so jealously guarded in this respect, that no inducements can prevail on them to bring out a work of questionable character, especially with an eye to the making of money out of it, while their pecuniary interests are sufficiently at stake to prevent the publication of works that are only fit for the waste-basket. And the securing of the reputation of a high-toned publisher has been the aim, as it is also the present aim, of nearly all the publishers who have been connected with our literature.

"One recalls the names of several Americans who have stood in such relations to authors and readers that their imprint carried immense influence, making them not only benefactors to authors, but the purveyors of the best books to those for whom they were written. Eminent among these was George P. Putnam, who brought a sensitive conscience and excellent literary taste to the

business of a bookseller and publisher, and is always to be named as one of the best friends American authors have ever had.

“He published books on their merits, and drew around him the men who had something to say to the public; and the magazine which he started in 1853 is still remembered, although long ago discontinued, for the noble character and excellent quality of the contents. He filled out the idea of what the public needed, and had the largeness of conception requisite to the undertaking and the proper business capacity to make it a success. No man knew better how to help authors forward, or how to furnish the public with readable books of the best character.

“The late James Brown, who lifted the House of Little, Brown, & Co. into its present high rank, was the first American to import the best English books at reasonable prices. Greater as a bookseller than as a publisher, he was eminent in both directions, and from 1837 to 1855, he did more than any other man to bring the best thought of Europe into contact with the best minds of America. He had the power to ascertain the contents of a book by glancing through its uncut pages, which is said to have been the secret of the poet Percival’s wonderful acquisitions while leaning over the counters of George Howe’s bookstore in New Haven fifty years ago. His

Julius D.
Ward
on the
Publisher's
Vocation

Julius B.
Ward
on the
Pub-
lisher's
Vocation

word about a book had the weight of the best critical judgment. He developed a taste for the best editions, and was the publisher of Bancroft's, Palfrey's, Everett's, and Winthrop's works, in a style that was an honor to our literature.

"The old House of Ticknor & Fields must be mentioned in this connection. Mr. Fields rendered excellent and peculiar services to our literature, but the character of the House had been established before he became a member of it. His persistency and literary enthusiasm had an influence in the right direction, but the cool, clear judgment of Mr. Ticknor gave the House its proper weight and character. There are many instances of the highest type of the publisher in Boston to-day, where business capacity is allied with literary instinct, and where the publisher is forgotten in the scholar and the gentleman, the business by which one lives being almost forgotten in the enthusiasm for good books and in the desire to keep our literature at its highest and best. This ideal is so steadily aimed at, and in many instances so largely realized, that it may be said that our best publishers have lifted their business up to the dignity of the great professions.

"But, perhaps, no better type of the book-seller and publisher has ever been known than is disclosed in Thomas Hughes's *Memoirs of*

Daniel Macmillan. The House of Macmillan & Co. now ranks with that of John Murray and the Longmans in point of honor and influence in English literature, and here the story of the way in which it was founded is told by an accomplished and sympathetic writer. 'No man,' says Mr. Hughes, 'who ever sold books for a livelihood was more conscious of a vocation; more impressed with the dignity of his craft and of its value to humanity; more anxious that it should suffer no shame or diminution through him.' Bound out as a book-binder's apprentice in his eleventh year; carrying the burdens of a large business as if he were a man, before he was well out of his boyhood; thirsting, like a hundred other Scotch peasant boys of his time, for the freedom of a large career; improving every leisure moment for the education which his poverty denied him at the University of Glasgow, he was in Cambridge, in a university book-store, in his twentieth year, and at the end of a twelvemonth's service there was not a book on the shelves of the shop with whose contents he was not familiar.

"Ten years later, through the generosity of Archdeacon Hare, whose friendship had been won because the young Scotchman had been built up into a higher type of manhood by studying his *Guesses at Truth*, and whose loan of £500 enabled the Macmillan brothers,

Hughes
on
Daniel
Macmillan

Hughes
on
Daniel
Macmillan

Daniel and Alexander, to start in business on their own account as university booksellers and publishers, he returned to Cambridge to develop a career as noble as it was honest and sincere. Mr. F. J. Furnivall, in the *Academy* for August 12th, confesses himself among the young men who owed to him 'the best of such teachings as they got from the University.' 'The man who taught us to think, to read books that made us think, and opened our minds,' he says, 'was Daniel Macmillan, along with our college friends. As long as his health lasted, and he was able to stir up undergraduates and graduates by his talk, he was a real power in the University.'

"Mr. Hughes, in the memoir, the reading of which is so thrilling that one's heart leaps into his throat half a hundred times while going through it, brings out his university work, carried on while looking death in the face almost weekly for the last twelve years of his life, in even stronger light than Mr. Furnivall does; but this work was really only incidental to his great purposes, the overflow of the mind and heart of a deeply religious and earnest man who knew the power of good books to enlarge men's souls. . . . There was so much of live substance in this man, and he had put his heart and soul so truly into the great publishing House that he founded, that he could not be forgotten, and

Sunnyside Dec 27th 1852

My dear Sir

Your parcel of books reached me on Christmas morning, your letter not being addressed to Dearman went to Longtown and did not come to hand until today.

My niece join with me in thanking you for this beautiful book, you have sent us, and to you and Miss Putnam your wishes for a merry Christmas and a happy New Year.

For my own special part let me say how sensibly I appreciate the kindness and expressions of your letter; but as to your talk of obligations to me

I am conscious of none that have not
been fully counterbalanced on your part;
and I take pleasure in expressing the
great satisfaction I have derived, throughout
all our intercourse, from your amiable,
obliging and honorable conduct. Indeed
I never had dealings with any man,
whether in the way of business or friendship,
more perfectly free from any alloy.

That those dealings have been profitable
is mainly owing to your own capacity and
enterprise. You had confidence in the continued
vitality of my writings when.....

.....
had almost persuaded me they were defunct
You called them again into active existence
and gave them a circulation that I but now
has surprised even yourself. In republishing at

their success my satisfaction is doubly
enhanced by the idea that you share
in the benefits derived from it.

Wishing you that continued prosperity
in business, which your upright, enterpri-
sing, trustful and liberal mode of
conducting it merits, and is calculated to
ensure; and again invoking ^{on} for you and
yours a happy New Year

I remain very truly & heartily
Yours.

Washington Irving

Geo. P. Putnam & Co

the new generation of to-day has demanded that the story of the way in which he illustrated the possibilities of the publisher's vocation should be known to the world."

In this connection the editor of the present volume, at the risk of being thought personal, thinks it may be considered of interest to present a letter from Washington Irving to the founder of the firm whose imprint this volume bears.

The writer once heard of a publisher who, ambitious to cast a poetic halo over his calling, tried his hand at a paraphrase of the well-known lines on Franklin,

"*Eripuit cœlo fulmen sceptrumque tyrannis,*" and suggested, as expressing what he would like to have accomplished :

"*Eripuit poetis animam aurumque populo.*"

"From the authors he seized brains and from the public gold."

Certainly a most desirable result, and the picture of our publisher, in the guise of a prestidigitator, exercising an infallible King-Midas touch on the material submitted to him, is a very fascinating one. But brains, the proceeds of which can be converted into a satisfactory cash equivalent, are scarcer and more difficult to secure than the youthful writer or the average critic is apt to imagine, and a large

The
Commercial
"Value"
of Literary
Material

majority of the productions submitted to publishers as the offspring of brains, bear very slight traces of their supposed origin, and are no more convertible into current coin of the realm than are the notes of the late Confederacy.

It is also to be remembered that literary material may possess literary value, but may, for one cause or another, lack commercial "availability." The question that the publisher must consider in deciding upon it is whether enough readers and buyers can be secured for it to render the publication remunerative to himself and the author; and the decision must often be unfavorable, even for work of no little intrinsic merit. It may be a scientific treatise, whose teachings, while important to science, would be directly serviceable to but a few hundred readers; or an historical study, on a subject recently treated by some other writer whose name possessed greater authority, and whose book had therefore supplied the demand; or essays, possessing originality but lacking literary form and therefore readability; or a volume of travel, on some part of the world already so fully "bewritten" as to render further description unnecessary and therefore unprofitable; or a volume of fiction, pleasantly and gracefully written, but not characterized by any distinctive power or originality, and likely, therefore, to fail to secure any marked attention from

the critics or any considerable sale with the public.

The difficulty in the way of a favorable decision may also sometimes be due to some particular circumstances in the state of the "market" for literary wares.

It may, in any case, safely be concluded that the judgment of the publisher, who comes into direct contact with the reading public, and who has the advantage as well of his own personal experience as of a knowledge of the history of publishing ventures generally, possesses many more chances of being correct as to the probable availability and popularity of literary material, than that of the author, who usually lacks any such knowledge, and whose calculations must be more or less colored by the paternal relation he bears to the article whose value is in question.

It is true, however, that a publisher avoids, as a rule, passing judgment upon the general value of a manuscript, and restricts himself to deciding whether or not it is available for his own list; and it happens not infrequently that undertakings concerning which one firm is doubtful are promptly entered upon and successfully carried out by another. This difference of opinion is, of course, sometimes due to a difference in clearness of perception; but it is more frequently the case that the manuscript has, in the first instance, been

The
Commer-
cial
"Value"
of Literary
Material

**The
Search
for the
Publisher**

offered to a House with whose particular line of publications, or with whose position on the questions discussed in it, it did not happen to be in accord.

It is important, therefore, for the author, before submitting his manuscript, to inform himself, as far as may be in his power, as to which publisher's catalogue it is most likely to be in harmony with. He may, through this precaution, often save time for both himself and the publishing offices.

As, however, it may often be difficult, at least for a beginner in literature, to obtain trustworthy information as to the idiosyncrasies of the different publishing Houses, he should guard himself from being unduly discouraged at receiving one or more declinations of his wares, and should continue to submit his manuscript to one House after another until it has been the rounds of all the firms whose imprints are worth securing. If the work is declined by all, the writer may be pretty well satisfied that, whatever its merits, it is not of such a character as to secure a popular appreciation or a remunerative sale.

The confident author, possessing a *mens conscia inflati divini*, may still console himself with the reflection that perhaps all the publishers are mistaken, and that if his volume could only overleap the barriers which publishing stupidity has placed between it

and the public, the latter would eagerly accord the appreciation and the fame. The history of literature *does* present instances of obtuse publishers refusing to recognize literary gems which later have brought fame to their authors and profits and prestige to more clear-sighted and enterprising firms. But the number of such instances is, for all the centuries of publishing, at best but inconsiderable ; while literary history fails to give record of the discouragingly long yearly list of undertakings in which the publisher's enterprise, influenced possibly by the sanguineness of the author, has outstripped his clear-sightedness and judgment, and has resulted in loss instead of profit.

It has, in fact, been estimated that one half of the books published each year in the United States have failed to return their cost, and that one half of the remainder have brought no profit, thus leaving the cost of supporting the publishing machinery of the country to be borne by the publishers' share of the profits of one fourth of the books issued. If these figures can be trusted, and while it is impossible to verify them with precision, they are probably not far from the truth, it is not want of enterprise or lack of faith with which American publishers should be charged.

In submitting a manuscript, there is, as a rule, nothing to be gained by the author in securing a personal interview with the pub-

**The Value
of the
Personal
Interview**

lisher. Of course, there may be many considerations which will render it desirable for authors and publishers at some time to come together, but it is very seldom that anything is gained by such personal word at the time the manuscript is first handed in. A literary work, in the few minutes' time that it is proper to allow for a call in a business office, cannot receive such attention as authors usually expect for their productions. It is not, like a Chatham Street hat, to be cared for "while the owner waits."

There is also no advantage in taking time to point out to a publisher the particular merits or peculiarities of a work. If the purpose and value of the material cannot be made clear to the examiner of the manuscript without a personal explanation from the author, it is not likely that the volume is in shape to be of much service to the general public. It is probable that there are to-day but few writers so unsophisticated as to undertake themselves to read their manuscripts to the publishers to whom they submit them. Any such would, of course, promptly be told that there is no time in a business office for anything of this kind, and it might also be explained to him that, irrespective of the question of time, a publisher's mind is not apt to be, during business hours, in a sufficiently free and receptive state to render him appreciative of the beau-

ties of literature; and such consideration as he might be induced to give, would, under the circumstances, be most likely to prove unfavorable.

In fact, as is now very generally understood, with all the larger publishing Houses the business of making a first examination and analysis of the manuscripts submitted is in the hands of assistants, who are called "readers."

The production of manuscripts for publication is being actively carried on by thousands of literary aspirants throughout the country. From Maine to Texas, from Florida to Alaska, the *cacoëthes scribendi*, accompanied by a greater or smaller amount of inspiration, is keeping in motion thousands of earnest pens; while the manuscripts which are the results of all this hopeful scribbling are, with the exception of a small proportion finding their way to Chicago and one or two other of the more recently developed literary centres, poured into the publishing offices of three cities: New York, Boston, and Philadelphia. These cities thus form the literary sifters and the literary clearing-houses of the continent. As a result of such concentration, the leading publishing Houses receive each (exclusive of magazine material) from one hundred to several hundred manuscripts per month. The task of taking care of this mass of material is quite a consid-

The
Production
of "Lit-
erature"

**The
Examina-
tion of
Manu-
scripts**

erable one, and involves no little outlay of time and money. The cash value of the manuscripts, if calculated on the basis of the authors' estimates, would be enormous, and even with such considerable discount as it might be proper to make on these estimates, is still quite large, and the labor of keeping the records of the manuscripts, of the correspondence connected with them, and of safely returning to the owners the greater portion of them, calls for the services of a large number of "manuscript clerks."

The manuscripts, when recorded and numbered, are sent out to the examiners, being usually divided among these according to their subjects, fiction going to one class of readers, science to another, theology to a third, etc. The written reports which come back from the examiners refer to the manuscripts by their numbers, and it may often be the case that the examiners have no knowledge of the names of the authors whose material they are reporting upon. The publishers then give to the returned manuscripts such further consideration as is warranted by the reports of their examiners; but while a favorable report secures for a work careful attention, a decidedly unfavorable one is usually accepted as final. It will be seen that under such a system a work has every opportunity of securing the thorough examination and the impar-

tial consideration upon which writers (not unnaturally) lay so much stress, and that in connection with such an examination of manuscripts identified by their numbers, much less weight can be given to personal introductions and recommendations accompanying manuscripts than writers are apt to imagine. As we have before said, publishers are always on the lookout for good material, and for the first efforts of the young writers who are to become the leading authors of the next decade ; and each day's supply of manuscripts is carefully, if not hopefully, scanned in the chance that it may include a *Jane Eyre* or an *Uncle Tom*.

With a few further words of suggestion to those submitting for the press their first productions, we will bring this introductory chapter to a close. Do not, in a publisher's office, quote the opinions of friends as "having induced you to offer your work for publication," or speak of your friends as being themselves "ready to purchase a first edition." Publishers have learned to attach little weight to "opinions of friends" as to the literary merit of a work, and such merit must, in any case, if it exist, be open to demonstration ; and sad experience has further taught publishers to place still less faith on the general promises made by "friends" before the publication of a book, to purchase a large number

Suggestions to
Beginners in
Literature

**Sug-
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ions to
Beginners
in
Literature**

of copies when it is ready. If an author is fortunate enough to be in a position to further the sales of his book, it is wiser for him to refrain from arousing the publisher's expectations (or his scepticism) at the outset, and to let such co-operation come as a pleasant surprise afterward. It is also not likely to be of service, to lay stress upon the fact that your "acquaintance with the press" will ensure for your volume favorable consideration at the hands of the literary critics, as publishers are fully aware that the reviews in journals whose opinions carry weight and effect sales, cannot easily be influenced by personal relations or by suggestions from authors.

Before submitting a manuscript at all, it may often be worth while to take the opinion of judicious friends as to whether it is in satisfactory shape for publication. The grist-mill of the publishing offices is called upon to deal with hundreds of manuscripts, the writers of which have never mastered the first principles of English grammar and could not stand an examination in Webster's Primary Speller. Hundreds more, which are smoothly written and which show a due regard for the English language, are absolutely devoid of ideas. The writers had nothing to say to the public, and yet expect fame and profit for saying it. Much loss of time, and much bitterness of hope deferred and of expectations disap-

pointed, could be spared to these writers if they had, in the first place, taken counsel of some of those about them who were in a position to judge whether the material had any value and was in decent form. In country towns, the librarian of the town library, the bookseller, the minister of the parish, or some other neighbor of education or experience would, in most cases, be willing and able to give wise counsel, and counsel which, if followed, would save much waste of effort.

Finally, if you are planning to become an author, it will be wise to remember the advice of *Punch* to the young man contemplating marriage : "Don't." That is, refrain, if you can avoid it. Refrain, unless the pressure is so strong upon you that you can recognize yourself as really being "called," and that literature is to be the "calling." Books must be written out of that which is in you, not made up ; and if without such calling a man sits down, and says to himself : "Go to, let us make a book," so surely will the end of that book and of that man (or woman) be disappointment and emptiness.

Suggestions to
Beginners
in
Literature





Publishing Arrangements

Relations
between
Authors
and Pub-
lishers Not
a Matter of
Public
Concern

UNDER this general heading can be considered the methods which are at present in use in the division of the proceeds of literature, and the principles by which these methods have been arrived at. It is my understanding that the statements made and the suggestions submitted are addressed only to literary workers. I should take the ground that the provisions of agreements between authors and their business agents is a matter with which the general public has no proper concern, and in fact that, without full information concerning the cost of manufacture, the expenses of distribution, and other technical business details which it would be hardly practicable to present, no proper understanding can be arrived at by the general public concerning the accuracy of any statement of the results secured from the sales of books; or as to the equity of any method of division of these results.

I can but think that not a little injustice has been done to authors as a class by the readi-

ness with which some few among them have paraded their grievances before a community that was in no position to arrive at a correct judgment upon issues which could at the best be but partially presented, and for the adjustment of which, even if they were fairly understood, the public possessed no authority. Why should Canon Farrar, for instance, appeal to the public for sympathy because his publishers had made more money than himself from the publication of a book that had been written "to order" under their suggestion and contract, and for which, according to the statement of the Canon himself, he had been paid a good deal more than his contract price? Why should authors, presumably of adult age and sound mind, plead the "baby act" in regard to their contracts (or their failure to make contracts), any more than the clients of lawyers, architects, or stock-brokers? Persons who, whether through their own bad judgment or through the wrong counsel of their advisers, pay more for their house-building than they had intended to, or who find themselves losers instead of winners in litigation or in financial speculation, do not burden the public with their complaints, and, if they did, they would certainly be laughed at for their pains.

It is my further contention that it is not practicable with productions varying so largely

**The Publication by
Authors of
their
Grievances**

**The
Basis of
Publishing
Arrangements**

as do books in their origin, character, and commercial possibilities, to arrive at any uniform rule or practice as to compensation for the writers, or as to the division of the profits in the cases in which any profits accrue. It must nearly always be necessary to judge each case for itself, and to arrive at a distinct arrangement for each book. In laying down the principles which, in his judgment, should determine the compensation of authors, Sir Walter Besant, for instance, has occasionally taken as a typical example, "our old friend, the six-shilling novel, of which not less than 10,000 copies would be sold." But Sir Walter's impressions of the salability of the six-shilling novel are evidently based upon his own experience with such deservedly popular stories as *All Sorts and Conditions of Men*, and *The Children of Gibeon*. Far from being a normal instance, suitable to take as a basis for general calculations, the six-shilling volume of which 10,000 copies can be sold is a decidedly exceptional publication, and the number of books possessing this desirable quality would constitute a very inconsiderable percentage indeed of the 5000 or 6000 works issued each year in England, and a still smaller proportion of the 3000 or 4000 annual issues of American publishers.

I summarize as follows the several more usual methods of publishing arrangements,

the methods which are of necessity subject to a number of variations as to details:

CLASS I.—BOOKS PUBLISHED AT THE RISK AND EXPENSE OF THE PUBLISHER.

The publisher assumes the entire risk and expense of the production of the work. Under such an arrangement, the compensation or return to the author will take one of the following forms:

a.—The purchase of the copyright by the publisher.

Under this form of arrangement, the author sells his manuscript outright for a fixed sum, the publisher becoming the absolute owner of the copyright of the work, and being at liberty to print, without any further remuneration to the author, as many editions of it as he may find demand for. Under such a purchase, unless there be special provision to the contrary, the publisher is also at liberty to transfer to any other publisher the copyright and the right to publish, the author retaining no control over the publishing arrangements or over the form in which his book is issued. This ownership on the part of the publisher or his assignee is, as I understand the conditions of the American law, limited to twenty-eight years, the first term of the copyright that has been secured under the law. At the expiration of this term, the author, or if the

The
Purchase
of the
Copyright

International
Series.

author be dead, his widow or child, acquires the right to publish the material by securing a renewal of the copyright for the second term of fourteen years, and is at liberty to make for it what new publishing arrangements may seem desirable. I think it probable that the author is not in a position at the time of his sale of the first term of copyright to include in his sale also the second term, as it is quite possible that the ownership of such second term may never be vested in him. I do not find, however, that this question has been passed upon by the courts. (For details concerning the law of copyright, see a later chapter.)

The method of a purchase of the copyright is frequently adopted in the case of books written at the instance of the publishers, or "to order." It is the form of arrangement that is found convenient for works published in series, such as the *International Science Series*, the *English Men of Letters*, the *Stories of the Nations*, or the *Heroes of the Nations*. Such a series has been initiated by the publisher, and its plan has frequently originated with him. He has also paid for the editorial work which itself constitutes an important factor in the value of the undertaking as a whole. The personality of a man like the late Edward L. Youmans, for instance, was very strongly impressed upon the *International Science Series*,

the various volumes in which had been planned out and arranged for by him under a definite scheme. While each volume possessed of course a certain individual value of its own, due to its subject-matter and to the labor of its author, its commercial value, and in some instances its scientific authority was very materially enhanced on account of its association with the series. Such a consideration may very properly find place as one factor in determining what should be paid to an author who has been invited to prepare a volume for a series that is fairly established. In cases in which the repute of the author before the general public is still to be made, the association of his book in such a series with the contributions of older writers who have already secured recognition, should be in itself of material service to the younger writer.

One difficulty that arises with the purchase of the work outright by the publisher is that in the case of a book which secures any noteworthy or considerable success, the author, notwithstanding the fact that he has surrendered all claim to his production, is very likely to feel that he ought to have some share in this continued success, and that a serious injustice has been done to him by the publisher in securing for a fixed price the entire property in the book. This feeling is so common that in not a few instances the publishers

**Certain
Objections
to the
Purchase
System**

Farrar's
"Life of
Christ"

have considered it good policy or good equity, in the cases of books which have secured somewhat exceptional sales, to make further payments to the author, even although, under the original agreement, the entire property in the copyright was transferred for the consideration of the original payment.

The publication of Canon Farrar's *Life of Christ*, already referred to, was an instance of this kind. The publishers had planned the book, had arranged with the author for its production, and had paid the author on the delivery of his manuscript the full price agreed upon (the amount of which had been suggested by himself), and in consideration of the satisfactory success secured by the book, they had made further considerable payments which they were, according to their contract, under no legal obligation to make. The first of these supplementary payments the author received with appreciation, but when, in connection with two or three further payments of the same kind, he learned that the book was securing a larger sale than had been anticipated, he thought he had grounds for serious dissatisfaction, and he brought his grievances before the public in a series of printed complaints. A man who had sold a city lot to purchasers who in connection with some sudden increase in the value of property were able to secure a large profit on their purchase,

would have had as legitimate cause for complaint as was possessed by this particular author. It would, however, not have occurred to the seller of real estate to parade his grievance or his error of judgment before the public.

The author whose book gives to the publisher a larger return than had been calculated for at the time when the purchase of the copyright was made, is very likely to forget that such purchases must at the best be speculations, and that in all speculative purchases it is an essential factor in the business calculation that in any ten transactions there must be at least one from which a sufficient profit will be secured to offset the losses or errors of judgment on certain of the other nine. The calculation is in certain respects similar to that upon which life insurance or fire insurance is based. It depends, like these, upon the average results that have been secured in a certain number of previous transactions which are taken as precedents. A man who dies the year after he has paid the first premium on his life-insurance policy, makes for his heirs a very considerable profit out of the company. The man who pays premiums for fifty years gives to the company a larger amount than his heirs will receive back from it. He helps to provide the funds which are required in connection with the early death of the other party insured. He might claim that it is an injustice

**The
Purchase
of a Copy-
right Nec-
essarily a
Specu-
lation
for Both
Parties**

**The
Royalty
System**

to tax an individual whose good constitution or whose good fortune has secured for him a long life, for the benefit of another individual who has been less well endowed physically or who has been less fortunate as to vitality. As a matter of fact, the insured person who, in enjoying a long life, secures no profit out of his company, makes no such complaint. He understands that he has taken part in a business combination which depends upon a series of averages, and that having taken his chances of profit or loss, it is the part of justice and of common-sense to accept the results.

There is, of course, a very long series of publishing undertakings in which the publisher, having accepted the speculation of the purchase of the copyright, has made a loss instead of a profit. There are possibly instances in which the authors whose books have thus brought loss to the hopeful or trusting publishers, have felt themselves called upon to make good some portion of this loss; but I admit that I have not thus far been able to find record in the history of literary production of examples of this kind; nor do I consider that in the strict equities of business, any such repayments are called for.

b.—The royalty system of compensation.

Under a second form of this first class of arrangements, the author retains the copy-

right ownership of his work, and receives from the publisher as royalty for the copies sold a certain percentage of the catalogue price. Such royalty is paid either on all the copies sold or on all copies sold after enough have been sold to return the first manufacturing outlays and to insure for the undertaking a profit instead of a deficiency. The theory of such a reservation is that the author and the publisher should begin to make money out of the book at the same time. The royalty is paid simply as a commutation of profits, and it is assumed that the payments should begin when the profits begin to accrue. The deficiency on an unsuccessful undertaking would, of course, be increased if the author received a royalty on all the copies sold, and it seems that if the publisher has consented to assume the risk and outlay incurred in bringing a work before the public (a work for the suggestion or originating of which the responsibility has rested not with him but with the author), he ought not to be called upon, if the venture bring loss instead of profit, to swell such loss by the payment of compensation to the author.

However much labor may have been invested in the work, it seems equitable that, if it does not show itself capable of earning anything, if its commercial value proves to be a minus instead of a plus quantity, the author should receive nothing for it.

The
Classi-
fication
of Books
for
Royalties

This royalty is usually a percentage on the retail price, but for certain classes of publications, such as text-books, juveniles (books for children), and books sold by subscription (*i. e.*, through general agents and canvassers), a wholesale or net price is frequently taken as a basis for the royalty.

It has sometimes been rather hastily imagined that, under an arrangement by which the author receives on copies sold of a dollar book a royalty of 10 cents, the publisher secures from his share of the proceeds 90 cents. (I have seen this calculation gravely submitted in an author's letter to a journal.) A minute's calculation will show, however, how far this is from being the case. The volume published at a dollar, is very frequently, in the first place, sold by the retail bookseller to his customer at 80 cents. The publisher receives for it from the wholesale dealer, not 90 cents, but 60 cents, or 55 cents, or sometimes but 50 cents. After deducting from this the cost of manufacturing the volume and the proportion belonging to each copy sold of the cost of the copies printed and not sold, and the further cost of the typesetting, electrotyping, illustrations, press copies, advertising, etc., there would rarely remain as much net profit as 20 cents, and of this 10 cents (or for books which have made a substantial success, 15 cents) would go to the author. The

royalty of ten per cent. of the retail price was in fact calculated on the basis of securing for the author an average return of half the net profits. In later years, however, the rates of discount to the distributing dealers have been increased, lessening proportionately the net price received by the publisher, while for successful books the rates of royalty to the author have been increased. It is probable, therefore, that, under present conditions, the average return coming to the authors from their royalties represents considerably more than half of the net profits.

In cases in which a certain number of copies have been excepted from the royalty on the ground that unless or until that number has been sold there will be no profits to divide, it is occasionally arranged that, after a substantial success has been secured by the sale of 5000 copies or possibly of 3000 copies, a royalty should be paid also on the first 1000. If the work contain illustrations, the cost of the designing and of the engraving of these, and such addition to the selling price as may be warranted on the ground of the book being illustrated, form a necessary factor concerning the royalty. While a book published without illustrations, at a normal selling price, can, as a rule, be made to return the first cost of its production with a sale of from 1000 to 1500 copies, for a work in which any considerable outlay has

The
Division
of the
"Net
Proceeds"

**Examples
of the
Royalty
System**

been made for illustrations or maps, a sale of 2000 or even 3000 copies may be required to return the original outlay. It is therefore in order, for a book of this character, to provide for the exception from royalty of a larger number of copies, or at least to defer the payment of royalty upon a larger number of copies, until the sales have been sufficient to return the cost of the illustrations as well as of the typesetting. The selling price of a work which, without illustrations, may be published at \$1.50 or \$2.00, could be made, in connection with artistic illustrations effectively reproduced, \$2.50 or even \$5.00. The determination of price might frequently depend, for an illustrated book, more largely upon the character and costliness of the illustrations than upon the amount or the nature of the text. If the publisher has purchased, from the designers or artists, the designs of the illustrations, he is the owner of the copyright of these designs, and he is, as a rule, entitled therefore to receive for himself the royalty on that portion of the selling price which may be considered as representing the value of the illustrations exclusive of the author's text.

For an illustrated book, published at \$5.00, we may assume, for the purpose of this example, that \$2.50, or one half of the selling price, represents the illustrations and the remainder the text. A royalty of 50 cents

payable to the owner or owners of the copyright should therefore be divided, 25 cents going to the author and 25 cents to the artist in case he has himself retained the copyright in his designs, or to the publisher if (as is more usual) the publisher has made full payment for these designs. The calculation would, of course, have to be modified in the instance in which the author supplies not only the text but the designs for the illustrations, leaving for the publisher the expense of the engraving of the illustrations in addition to that of the typesetting and electrotyping of the text.

In the case of books published at the expense of the publisher and under a royalty arrangement with the author, the ownership of the copyright is vested in the author. His agreement with his publisher may be made either for the full term of the copyright, or for a shorter period, such as five or ten years. If the latter course has been adopted, the author is in a position, at the expiration of the agreement, to make a fresh and possibly a more favorable royalty arrangement. Under such renewal or extension of the agreement for a book which has won for itself continuous appreciation and has secured increasing sales, it is in order for the author to receive a higher rate of royalty than that which was warranted when the undertaking was first entered upon and when it was, like most publishing under-

**The
Ownership
of the
Copyright**

Rates of
Royalty
Proportioned to
Extent of
Sales

takings, in the nature of an experiment. There is, in fact, an increase in the practice of making provision in the original agreement for some increase in the rate of royalty after a certain number of copies have been sold. A work which has the quality of finding sale for 10,000, 20,000, or 30,000, or more copies, such a book, for instance, as *Ben Hur* or *The Leavenworth Case*, costs less to produce when it can be printed in large lots, say 5000 copies at a time, while the cost of selling and distributing is also proportionately reduced. There is, for instance, no greater clerical labor involved in selling ten lots of 100 copies each than in selling ten lots of one copy each. When a book has secured for itself such prestige that its fame is carried from one group of readers and admirers to another, the cost of advertising, or at least the proportion of advertising to the returns from the sales, can be very materially reduced. On these several grounds, the maximum profit per 1000 copies sold is increased, and the author is entitled to receive a larger proportion of this profit, a proportion which usually takes the shape of an increase in the rate of royalty.

On the following classes of books it is, as a rule, not practicable to pay the same rates of royalty that can be afforded on general literature sold in the usual forms: text-books, juveniles (the trade term given to books for

children), books sold by subscription (that is, through canvassers), and paper-bound novels.

In the case of text-books, a large proportion of the publishing outlay consists in the expenses connected with the securing of introductory orders. The introduction of a school-book into the official list of books accepted for the city, county, or State, involves, as a rule, the employment of expensive travelling agents, the cost of whose operations includes sometimes, in addition to travelling expenses, large items under the head of "incidentals." It not unfrequently happens also that educational Houses competing for a market that is expected to prove profitable in the future, will be willing to agree to sell the first quarterly or even the first annual supplies at nominal prices, prices which may sometimes yield nothing beyond the current cost of the production of the volumes. As a result of these competing operations, some thousand copies of a book may be sold not only at no profit but at an actual loss. There is, of course, the expectation of profit during the continuing years of the contract, and in the advantage of such further sales the author has a very direct interest. In recognition, therefore, of the special expenditures connected with the sale of text-books and of the importance of placing the publisher in a position to compete effectively with the publishers of

**Educa-
tional
Books**

**Books for
Children**

rival text-books on the same subjects, it is customary for authors to accept a lower rate of royalty for text-books than would be in order for a work of general literature.

Juveniles, or books for children, are, under old-time bookselling custom, sold by the publishers to the booksellers at much larger discounts than those that are given on general literature. While a work of standard history, for instance, published at \$2.00, would usually be sold by the publisher to the wholesale dealer at not less than \$1.20, a volume of the same catalogue price belonging to the list of juveniles, would bring to the publisher a net price of not over \$1.00, and sometimes even less. The retail bookseller, on his part, is in the habit of accepting for juveniles considerably less than the catalogue price. As a result, this catalogue price, although still forming the basis upon which the royalty is calculated, becomes in fact a nominal rather than a real price. The author of juveniles, therefore, in accepting a lower rate of royalty on this nominal price of his volume, secures in fact a royalty which is as large in proportion to the net wholesale price received by the publisher as that which is given to an author for a work in general literature.

For books sold through canvassers, the buyers pay, as a rule, the full subscription or publication price. The net wholesale price

received by the publisher is, however, very much smaller than that which he secures for books sold through the channels of the book-shop. It is necessary in the subscription trade to give to the general agent, who controls some considerable district, a commission to cover the value of his services and the expenses of running his office. The general agent on his part must give to the sub-agent, who controls a smaller district, a portion of this commission; while the service of the canvasser, who does the work of soliciting orders, can be secured only through the payment of a commission which, while in appearance large, is found by experience to be requisite to cover the large proportion of wasted effort and to constitute a sufficient inducement for skilled and difficult labor.

The advantage to the author in getting his book into the hands of canvassers, is the opportunity of bringing it to the attention of a large number of possible buyers who do not visit book-shops and who can be induced to purchase books only through the personal efforts of canvassers. Authors are, of course, well pleased to have their works thoroughly presented through extensive territories, and they not unfrequently themselves submit to their publishers the suggestion that their books ought to be pushed through canvassers. It is the case, however, that but a very small

**Books
Sold
through
Canvass-
ers**

**Books
Sold
through
Canvass-
ers**

proportion of books are suitable for this class of trade. The canvassers, whose time is valuable and whose travelling expenses are heavy, are entirely unwilling to experiment with works concerning the sale of which they do not feel fairly assured, and if after a few experiments a canvasser does not find his particular class of customers interested in a book experimented with, he very promptly declines to give to this particular work any further share of his attention. The publishers are in any case unable to utilize for this class of trade any books on which heavy royalties are demanded ; while for successful works (such, for instance, as Mark Twain's *Innocents Abroad*) which happen to meet the special requirements of the canvassers and their customers, the author can often secure a much larger profit with a comparatively small rate of royalty than would have come to him from a much larger royalty on a book sold through the booksellers.

With the paper-bound novels, also, the publishers are under the necessity of giving to the booksellers, both wholesale and retail, a larger average discount than is given on similar supplies of bound volumes in general literature. A book in the latter class, for instance, published at \$1.00 will, as a rule, bring to the publisher a net price of 60 cents or not less than 55 cents. A novel containing the same

amount of material and costing the same sum to put into type, will be issued in paper covers at 50 cents and the publisher will receive for copies sold \$25.00 per hundred or 25 cents per copy. There will also be a considerable loss on the copies of these paper-bound novels returned unsold with damaged covers or so far damaged as to be altogether unsalable even if re-covered. While a volume of average size published in cloth at \$1.00 can be made to return the first cost of its type-setting with a sale of from 1000 to 1200 copies (exclusive of the payment to the author), the same material if published in paper covers will require a sale of from 2000 to 3000 copies to return the cost of its production (also exclusive of author's compensation) together with the waste on the damaged copies.

The amount paid for advertising constitutes also, of necessity, a larger proportionate outlay for a volume published at 50 cents, or less, than for one priced at \$1.00 or more. An advertisement in a morning paper costing, say, \$25.00, can be made to pay if by its means a sale is secured of 20 copies of a five-dollar book, or of 100 copies of a dollar book, while of a 50-cent book the money would not be returned from a sale of less than 250 copies.

When from the net price of 25 cents received for a 50-cent novel, the publisher has paid an

**Fiction in
Paper
Covers**

**Books
Excepted
from
Royalty**

author's royalty of 5 cents, and the proportion of the cost of advertising, and of waste on damaged copies and on unused or "remainder" copies, there will remain, as a rule, but two or three cents over the current cost of production. On these grounds, a higher rate of royalty than the normal ten per cent., or a rising rate of royalty increasing with the sales, is, as a rule, impracticable for paper-bound novels.

Agreements under the royalty system usually provide that no royalty shall be paid on copies of the books given away for the purpose of aiding its sale (*i.e.*, to reviewers or instructors), on copies destroyed by fire, or on copies sold as "remainders" at a price which gives nothing over the actual cost of production.

c. Payments in lieu of royalties.

The third form of arrangement under this first general class provides for a minimum payment to be made by the publisher on the publication of the work or at some specified date thereafter, with an additional payment or payments after a certain number of copies have been sold, say 5000 or 10,000. When the final payment called for by the agreement has been made, the ownership of the copyright passes from the author to the publisher. This arrangement is in line with

the royalty publishing arrangement in so far as it makes the amount of the author's total compensation contingent upon and proportioned to the extent of the sales. It differs from the royalty arrangement in guaranteeing a certain minimum payment and in fixing a certain point at which the ownership of the copyright passes from the author to the publisher. In the consideration of the guaranteed payment and of a somewhat larger return for a sale of 5000 copies or of 10,000 copies than that which he would secure under a royalty arrangement, the author finds it to his interest to surrender his lien upon the proceeds of sales beyond that point.

Such an arrangement also involves a certain speculation on each side. If the book should continue in active and remunerative sale, the publisher will secure an advantage on the strength of his preliminary payments and of the transfer to him of the copyright. If, however, the sale should cease before the limit specified in the agreement has been reached, the author would secure, in addition to the convenience of a cash advance, an advantage in receiving for the copies sold an amount somewhat in excess of that which would have come to him under a royalty per copy.

d. The half-profit system.

The fourth form of arrangement under this

**The Half-
Profit
System**

first class is that known as "the half-profit" system, under which the author receives a fixed proportion (usually one half) of the "net profits" secured from the publication. The author's contribution to the undertaking has been his literary production, while the publisher has contributed his imprint and publishing connection and has provided the capital required to put the book into print and to bring it before the public, and the further amounts that are needed later for current publishing expenses. If the sales prove insufficient to return the publishing outlays, so that there are no profits, the author receives under such an arrangement no compensation for his labor. The public has been unwilling to pay for his book the amount required to bring the book to its attention. The value of the literary labor expended upon the work has, in fact, if reckoned by a commercial standard, proved to be a minus quantity.

Objections to the "half-profit system" have been made on a variety of grounds. The most obvious difficulty, from the business point of view, is the clerical labor and expense involved in keeping with each book, in any considerable list of publications, an account, in any such detailed and precise form as to render it available later for use as a voucher, of the direct expenses connected with the production and the sale of the book, and also of as-

certaining, with any degree of accuracy, its proportion of what may be called the indirect expenses, that is to say, its share of the cost of the maintenance of the publishing machinery through which sales are secured for the entire series of books on the list of any one publishing House.

We may assume, for the purpose of illustration, that at a given period the catalogue of a publishing concern comprises one hundred books, and that all of these books have been issued on the half-profit arrangement. It becomes necessary, therefore, in order to have figures in shape for reference on the part of the one hundred authors or of their respective business agents, that a precise record should be kept of the debits or charges against each work under all the classes of outlay incurred in its publication, in its sale, and in the efforts to secure sales for it. These expenses will include such divisions as the following: type-setting, electrotyping (in case plates are made), illustrations and maps (covering designing, engraving, payment for authorizations, etc.), paper, presswork, binding (including cost of designs for covers and cost of making from these designs the brass cover-stamps), show-bills (including cost of designs as well as of engraving), advertising, descriptive circulars (including cost of the postage and clerical outlay incurred under any specific distribution of

**Objections
to the
Half-
Profit
System**

The
Clerical
Labor
Involved
in
Keeping
Detailed
Accounts
with
Separate
Books

these circulars among special classes of readers whom it is hoped to interest in the book), review copies (including the postage on such as may have to be sent direct by mail), the loss on copies which have been sent out to book-sellers and have been returned unsold and more or less damaged, the insurance on the plates and on the averaged value of the portions of the editions kept in stock in the warehouse.

In addition to these direct expenses which must be charged specifically to each work for which a half-profit account is to be carried on, it is evident that under the status assumed for the business taken as an example, it might be in order, if the actual profits were to be ascertained, to divide among the hundred books during each year in which these books are in course of publication, the running expenses of the business, that is to say, the cost of carrying on the publishing machinery. Under this heading would come such items as rent, salaries of clerks and of salesmen, together with the travelling expenses of the latter, the deterioration on the unsold stock carried over, the losses on bad debts, and the advertising in the general catalogues, etc., which are devoted to the list as an entirety.

If the business undertaking covered a farm or the management of a patent, for which one party contributed the acres or the invention,

and the other the working capital, the division of expenditures and of the net profits above expenditures would be made on some such basis, as that above indicated.

In publishing undertakings, however, according to the ordinary routine of "half-profit" arrangements, it is provided or at least understood that there will be charged to each book only the direct expenses. I point out, however, that even with this limitation the clerical labor in keeping such an account becomes itself a serious item in the course of the publication of the book.

The second objection to this class of publishing arrangement is the difficulty of making clear to authors and particularly to authors whose business experience has been limited, the nature of the various expenses connected with the manufacturing, the advertising, and the selling of books. It is almost equally unsatisfactory, from the publisher's point of view, to have relations with an author who, being doubtful or suspicious concerning the equity or accuracy of certain items in the charges against his book, makes no enquiries or complaints, but retains in his mind the feeling that he has not been properly dealt with, as to have to do with an author whose enquiries and complaints are reiterative and are unintelligent. Under the latter heading, will be classed complaints which give evidence of an

**Expenses
of Pub-
lishing**

**Further
Objections
to the
Half-
Profit
System**

utter lack of business understanding and which therefore make almost hopeless the task on the part of the publisher of clearing up misapprehensions and of giving information that can be understood. It is sometimes overlooked on the part of the authors that if a publisher is to carry on his business intelligently, he must be permitted to retain some control of his office hours. Just in so far as any large measure of these working hours must be devoted to what he calls his "botheration account," that is to say, to answering futile questions, to supplying reports or approximate guesses concerning sales at times of the year when he has before him no statistics upon which trustworthy reports can be based, to carrying on unprofitable correspondence about unprofitable books, with authors who have no adequate understanding either of their own rights and responsibilities or of those of the publisher, just in so far he is hampered in giving adequate and intelligent attention to the rival claims of other authors whose works do possess importance, whose questions are pertinent, and whose schemes for further literary undertakings call for careful publishing consideration and editorial suggestion, and he is prevented from giving such personal supervision to his business as a whole as may do justice to his clients and may ensure for such business prospects of success.

The case would be paralleled if a lawyer with forty-five valuable and sensible clients should permit five other clients whose business was comparatively unimportant and whose understanding of their responsibilities and of those of their counsel was inadequate, to take up office time, or correspondence time, or personal attention in such manner as to imperil or to hamper the successful administration of the whole business of the office. The lawyer, however, has the advantage in defending himself and his office against time-wasting clients in that, according to the old-time professional routine, he is at liberty to make a charge, and is expected to make a charge, for each interview (*i. e.* "consultation") and for each letter. The publisher, on the other hand, who has agreed to publish a book, is expected to hold himself and his hours at the full disposal of each one of his authors, whether these be wise or foolish, considerate or inconsiderate, important members of the literary guild or inexperienced beginners. Particularly is this true in the cases of books issued under the "half-profit" arrangement, in which cases the author feels (and not unnaturally) that he has an interest in, and is entitled to information concerning every detail connected with the publication.

The third objection from the publisher's point of view, an objection already referred

The
Advantage
Possessed
by the
Classes of
Professional
Advisers

**Objections
to the
Half-
Profit
System**

to, is that, according to the precedents thus far in force, the half-profit arrangement makes no provision for any division of the losses. If the book makes a success, it is the understanding of the author that the net proceeds should be divided equally between the author who supplies the literary labor, and the publisher who supplies the first capital for the publication and the further amount required for current publishing expenses. If, on the other hand, the undertaking results in a loss, it is a further theory of the author that the entire amount of this loss should be borne by the publisher. I know no other class of business undertakings in which a division of the profits has been arranged for between the parties who have contributed to the venture by labor or by investment, and who have through such contributions become joint owners of such venture, in which it is not understood that the division of the results applies to losses as well as to profits.

A fourth objection to the half-profit system which is from time to time emphasized on the part of the authors, is that the author is not in a position to verify the accuracy of the charges made by the publisher against the book, and that these charges are frequently made to include items which do not properly belong in such an amount or amounts which have been unduly increased by manufacturing commis-

sions or "secret profit," which is appropriated by the publisher. The remedy for such a difficulty is to be sought in one or two directions. The author should, in the first place, at the time the publication agreement is executed, secure from the publisher an estimate upon which this agreement will be based, showing the amount that the publisher proposes to debit against the book or against the joint account, for the various items comprising the cost of its publication and distribution. The estimate for the use of such joint account should, in fact, be as precise and as full as if the book were to be undertaken at the entire cost of the author. This estimate would remain available for future reference, and in so far as the conditions of the publication (that is to say, the amount of the material to be printed, the style of the printing, the amount of changes made in the text while it was going through the press, the outlay for advertising, the cost of circulars, etc.), have not been modified under the instructions of the author or under later agreement between the author and the publisher, the final charge against the joint account should, of course, be in exact accord with the amounts specified in the original estimate, and must, in any case, be in accord with the rates so specified.

An author who has delayed signing his agreement until such an estimate has been

**Objections
to the
Half-
Profit
System**

**Estimates
of
Cost**

placed before him, is of course still at liberty to secure from other publishers similar publishing propositions, accompanied by estimates which will place him in a position to select the arrangement which appears to him to be on the whole the most favorable. In arriving at such a decision, however, he should keep before him not only the precise figures of the several estimates, but the general standard of book-making which characterizes the publications of the several publishing Houses in question, the probable relative advantage, for his particular purpose, of their several imprints, and of their trade connections, transatlantic or colonial, etc., and also his own impression as to the amount of personal attention he can expect to secure from one publisher or another for his particular literary venture.

Unless the author may himself have had such business experience as places him in a position to judge about details of book-manufacturing, it will, of course, also be desirable for him to submit to some counsellor who does possess the requisite technical knowledge, the figures submitted in the estimate or in the several estimates which are to be compared. There is, however, of necessity the risk in such comparisons that the different figures may not refer to work of precisely the same standard of manufacture. It must al-

ways be borne in mind that there is in the details of bookmaking, and in the expenditures required for such details, almost as much opportunity for variation as in the building of a house.* It would therefore be as sensible to speak of one house of ten rooms having been much less expensive to construct than another with the same accommodation, and that therefore the builder of the second structure must have been guilty of "overcharges," as to make a similar conclusion concerning the relative cost of two books containing each the same number of pages.

These several comparisons and examinations should in any case precede the execution of the contract. After the work provided for under the contract has been carried out, and the expense of the same has been debited against the joint publishing account, in accordance with the agreement and in accordance with the specifications in the estimate (previously passed upon and accepted), there is no propriety in raising questions concerning the equity of the prices or of the items charged. All of the above suggestions and specifications apply, of course, with equal or with greater force to publishing arrangements under which the entire cost of the production of the book is to be borne by the author.

A second objection that is submitted on the part of the authors and that has formed

**Estimates
of
Cost**

Division
of
Proceeds

the text for a number of criticisms and admonishments printed in journals like *The Author*, is based not on a matter of detail but on a question of principle. According to a contention frequently raised on the part of authors, there is no equity in planning to divide equally between the author and the publisher the net proceeds secured from the book. The publisher ought, it is claimed, to be considered merely in the light of a selling agent, and on this basis he should be satisfied to receive for his services a simple commission on the sales, a commission calculated at some such rate, for instance, as ten per cent. Those who maintain the proposition that such an arrangement would present an equitable division based upon the actual relative value of the contributions of the two parties to the agreement, would find it difficult to secure in any other class of business undertakings an example or a precedent for a similar procedure. When an author has contributed to a publishing undertaking not only the literary production but also the capital required to put his book into print and into the market, and when, as owner of the plates and the editions as well as of his copyright, he is himself prepared to assume the loss on the undertaking in case the receipts may not equal the expenditures, it is in order to make the compensation for the publisher that of a selling agent (this class of arrangement

is considered under Section II.). The entire profits, less the amount of such selling commissions as may be fixed upon for the publisher, belong properly enough, under such an arrangement, to the author. In estimating in these cases the proper rate of such commission it is, however, in order to take into account not only the actual services of the publisher as a selling agent, but also the value (commercial and literary) attaching to the imprint of his House, and the value also of the connections of the House with the trade in its home country and with the book markets of the world. It might easily be the case that, with a proper consideration of these several factors in the problem, an author would find it to his advantage to concede a larger selling commission to a House with an imprint which carried literary weight and with connections which reached wide markets, than to some other concern, which was personally equally worthy of trust, but whose repute and connections had still to be established.

There is the further consideration that, if in the judgment of the publisher the book is likely to secure but an inconsiderable sale (on the strength of which judgment he has thought any investment on his part undesirable), the amount of the commissions to be secured from the copies sold might easily prove too small to make an adequate offset for the time

**Value
of
Imprints
and
Connections**

Value
of
Imprints
and
Connections

and attention the publication would require at his hands. A commission of ten or fifteen cents, for instance, on two or three hundred copies of a volume selling at a dollar would produce for the publisher, as compensation for the use of his imprint, his catalogues, and his publishing machinery, an amount of from twenty to thirty dollars. If, according to his calculation, the undertaking is not likely to produce for the publishing office a larger net return than that above indicated, it would be for most publishers an unprofitable and therefore undesirable business venture, even though it might possess creditable literary quality and even though also the entire cost of its production had been met by the author.

With reference to the theory previously referred to, that the publisher's work should be done for a small selling commission even in the cases in which the capital has been supplied by himself and the risk of loss of that capital or of some portion of it has been assumed by him, I can only say that it would not be easy to find, either for publishing or for any other class of manufacturing and distributing business, merchants who would be willing to invest capital and skilled labor on any such basis.

Whatever forms of publishing arrangements may be arrived at as most equitably meeting the just requirements of the authors, it is of

course essential that there shall be sufficient inducement to tempt capital into the publishing business and to retain it there unimpaired and with a fair prospect of earning returns for its owners. In any calculation on the part of one contemplating an investment in the business of publishing, a long series of factors must be taken into account in the calculation, such as, the amount of moneys required and the time during which these must remain unproductive; the risk or percentage of losses, based upon the averaged returns from publishing undertakings of previous years; the extent of the personal labor and direct supervision necessitated by the nature of the business as compared with vocations which can be so organized as to run almost automatically. To these should be added the risk (one might say the certainty) that in connection with the special character of the goods dealt in and on the ground of the special characteristics of the literary producers who will be his clients, he will have to devote a larger proportion of time to unremunerative correspondence and interviews than would as a rule be called for in other classes of business or in professional occupations.

If, after giving due consideration to these several factors, a man who may be thinking of investing his capital and himself in a publishing business, decide that the prospect

**Inducements
for
Publishing
Capital**

Inducements
for
Publishing
Capital

of commercial returns and of a satisfactory business experience would on the whole be more favorable with pork or with cottons or with drugs, the literary interest will lose the advantage of the use of such capital and of the services of such individual. Any widespread conviction among business men that, in connection with the peculiar difficulties pertaining to the publishing business and the lack of an assured foundation for returns, it was on the whole an undesirable channel for investment, would have a disadvantageous influence on the interests of literary producers. The old economic truism would come into force: "When two publishers are seeking one author, the proportion of the proceeds offered to the author, goes up. When two literary workers are seeking one publisher, the compensation for literary labor [the author's share in the net return] goes down." In like manner, if through losses, or withdrawal of capital, or lack of inducement the amount of publishing capital available for the production of books should be decreased, the facilities of literary producers and the prospects of returns for their labors must be proportionately diminished. It is therefore decidedly important for the interests of authors that the number of intelligent publishers with capital available for the production of books shall not be materially lessened, or certainly at least that the amount

of such capital shall not be decreased. A Ruskin may, occasionally, secure an effective presentation of his books to the public through the employment of a selling agent. Such a case is, however, in more ways than one exceptional, and even with Ruskin's books the experiment was not made until after, during a term of nearly a quarter of a century, they had been effectively presented to the book-buying public associated with one of the most dignified and influential publishing imprints in Great Britain. The experience of literary workers since the beginning of printing has given evidence that the production of books in a satisfactory manner, their effective distribution in the markets of the world, and the assurance of a compensation to their writers proportioned to the extent of their sale, call for something more than a mere selling agent. The service is required of a publisher who can be depended upon to supply, in addition to the use of his capital, and of his imprint and connections (factors not to be created in a day), skilled professional co-operation. Service of this kind must be paid for, and, as with professional work generally, it may easily prove that the service which is offered at the lowest rate, and which is nominally the cheapest, proves in the end by no means the most profitable for the clients.

The several forms of publishing arrange-

The
Value
of
Publisher's
Service

Books
Published
"for the
Author's
Account"

ments specified under the above class are made to cover a specific term of years. This term is sometimes for the full period of the copyright, twenty-eight years, but is more frequently for a shorter period, ten, five, or three years. At the expiration of such term, if the author and publisher fail to agree upon a renewal of the arrangement, the former can either himself purchase the plates and the remaining stock, or can arrange with some other publisher to make the purchase. The selling value of the plates and copies can be arrived at by appraisal.

CLASS II.—BOOKS PUBLISHED "FOR THE ACCOUNT OF THE AUTHOR," *i. e.*, AT THE AUTHOR'S RISK AND EXPENSE, OR IN WHICH HE ASSUMES A PORTION OF THE INVESTMENT.

a.—The author bears the entire expense.

The author assumes the entire risk and expense for the production of the work, and he remains the owner not only of the copyright, but also of the copies printed, of the plates, if any plates are made, and of any illustrations connected with these plates. The books are sold "for the account of the author," that is, the net returns from the sales, less a selling commission for the publisher, go to the author. The arrangement is the converse of the royalty system,—the publisher, in place of paying

a royalty on the sale of books owned by himself, receives a royalty (or commission) on the sale of books which are the property of the author.

The first step in such an arrangement, after the author has decided that the imprint of the publisher will meet his requirements, and the publisher has, on his part, expressed his willingness to associate his imprint with the work, is the preparation of estimates showing the cost of printing the book in the style selected.

When the author has accepted the publisher's estimate, it is customary for him to advance one half of the amount calculated as the cost of the first edition, the remaining half being payable when the printing is completed and the book is ready for publication. The electrotype plates and the edition printed are then the property of the author, the books being consigned to the publisher for sale.

Under such an arrangement, it is customary for the publishers to render returns to the author for the copies sold, at ten per cent. less than the price received by them from the wholesale dealers, this percentage being reserved as their publishing commission.

If a book is published at a dollar and is sold to the wholesale (distributing) dealers at a discount of forty per cent., the publisher will receive from the dealers sixty cents per copy, or \$600 per 1000 copies. He will pay to the

**Books
Published
"for the
Author's
Account"**

**Net
Proceeds
to
Authors
and
Publishers**

author fifty cents per copy, or \$500 per 1000 copies, reserving as his publishing commission ten cents per copy, or \$100 per 1000 copies. The author's profit is the difference between the \$500 he receives and the cost of manufacturing his thousand copies plus the expenditure for advertising. The manufacturing outlay will, it must be borne in mind, be considerably less for a second lot of 1000 copies and for subsequent supplies, than for the first edition, as with this latter must be included the cost of the composition, the electrotyping, the illustrations, etc.

Such further editions are printed as the demand may justify and as the author may order. As a rule, no further payment for these is required from the author, as, in the event of the first edition having been disposed of, and the accounts for it not having been closed, the publisher will have in his hands more than sufficient proceeds from its sale to provide for the cost of further supplies.

For books of a special character for which only a limited circulation can be expected (which class of books is usually printed in limited "letter-press" editions), it is customary to restrict the discount given to dealers. On this class of books, therefore, the author may arrange to secure, in place of fifty per cent. of the retail price, sixty per cent. or sixty-five per cent. of such price.

When a book is, under this method, published "for the account of the author," the outlays for advertising, circulars, etc., are debited to the author, and the amount of these is deducted from the payments made to the author from the sales. The author should, however, insist that no such outlays should be incurred for his account excepting under specific instructions given by himself. The cost of the advertising done in the catalogues and quarterly lists of the publisher and in any periodicals owned and published by the publisher, should be assumed as belonging to the publisher's portion of the expense.

A form of "instructions to publishers" is given to the author for his signature, and in such form provision is made for the author's decision concerning such details as the selling price of the book, the amount to be expended for preliminary and for supplementary advertising, the number of copies to be distributed to the Press, the amount of insurance to be carried on the plates and on the editions, etc. With this form of instructions duly filled out, the author will usually also place in the hands of the publishers the list of copies which are to be sent to his correspondents "with the compliments of the author." The number of copies so distributed, together with the number of copies delivered to the Press for review, and of those delivered to the author himself,

**Authors'
Ventures
in first
Books**

will be deducted from the copies for which the publishers will render account to the author.

A number of the suggestions concerning publishing details under the heading of the half-profit system will of course be equally applicable to the method of publishing the book "for the account of the author," and also to the third general division of publishing arrangements specified in the following section.

This method of publishing "for the account of the author" is utilized chiefly for works of a special character which possess scientific value or literary interest, and with which the publisher is therefore ready to associate his imprint, but concerning the extent of the probable demand for which he finds reason to be doubtful. It is also frequent in the cases of volumes of poems, and particularly of first publications by authors whose names do not yet possess any assured market value. It is possible enough of course for the publisher's judgment to be in fault in regard to the probable commercial value of first books, and it has occurred more than once that "authors' books" have secured a more remunerative sale than others of the popularity of which the publishers were very confident.

The history of literature also presents many instances of authors whose books afterward

became famous and profitable, being obliged to advance the cost of printing their first or their earlier productions. Washington Irving published (in London) at his own expense the first edition of *The Sketch-Book*, which had been declined by Murray and by several other of the leading London publishers. The second edition was issued by Murray (Byron's Murray), whose friendship and co-operation proved later very valuable for the young American.

As the ownership of the editions and of the plates rests with the author, the decision concerning the insurance of the property must be arrived at by him. It is customary for the details of the insurance to be taken care of by the publisher (under written instructions from the author), the cost of the premiums being debited to the account of the author.

b.—Author's ownership of plates and of copyright.

Under the second form of this general class of publishing arrangements, the risk and the original investment are divided between the author and the publisher. The most common method for such division is for the author to pay the cost of the type-setting and electrotyping (including that of any illustrations that may be planned for); and to receive, in addition to the royalty for his copyright, a further royalty for the use of his plates. The author remains the

Division
of
Invest-
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owner of the plates as well as of the copyright, and he is, of course, in a position at the expiration of the term of agreement, if he has any ground for dissatisfaction, to take the publication of his book out of the hands of the original publisher and to transfer the plates and the right of publication to some other House. Under this form of arrangement, the outlay of the author is limited to the first edition, unless for later editions he makes changes in or additions to the plates. The outlay of the publisher is repeated for each edition printed, this outlay comprising the cost of manufacturing the editions from the author's plates, and that of the advertising, Press copies, cataloguing, damaged copies, etc.

The ownership of the editions printed of the book rests under this arrangement with the publishers and, provided that they fulfil their obligation of keeping the book in the market as to supply such demand as may be sufficient to cover the cost of subsequent editions, the decision as to the number of copies to be printed and as to the time of printing these later editions should rest with the publishers. The responsibility for the protection by insurance of the plates of the book rests with the author who is the owner of these plates. He may either himself take out the insurance policy or (as is the more usual routine) he may instruct the publisher so to do.

Publishing Arrangements

81

The publisher is, however, not responsible for such insurance unless he has received written instructions from the author as to the insurance valuation that is to be placed upon the plates and as to debiting the author's account with the cost of the premium.

There are certain conveniences in retaining the ownership of the plates of a book which cause many authors to prefer this method. If any changes, corrections, or additions are considered by the author essential or desirable, before the printing of further editions, it is much easier for the author to arrange for these to his satisfaction if he be the owner of the plates than if it may first be necessary to decide with the publisher how the cost of such alterations ought to be divided. It is also a convenience for an author who, at the close of a contract with one publisher, may desire to transfer his works to some other House, to be in a position to transfer his plates at the same time, instead of being obliged first to arrange for the purchase of these and possibly to combat some difference of opinion as to their market value. In the event of a publishing firm becoming bankrupt, the plates of the books belonging to them are of necessity disposed of to the highest bidder, and an author not owning his plates might undergo the annoyance of seeing his books transferred to some firm which he would never wish his

**Author's
Ownership
of
Plates**

**First
Books**

own option have selected as his publishers ; and finally, an author who owns his plates as well as his copyrights may feel that his literary property is more fully under his own control, as part of his estate to devise and to bequeath as seems best to him.

Publishing Arrangements.—Summary.

For a book which is a first production of its author, the name of the writer of which does not as yet carry weight with the reading public, and which does not impress the advisers of the publishers as likely to command favorable attention or a remunerative sale, a frequent publishing arrangement is, as stated, that under which the author bears either the whole or a part of the investment required. For a book by an author already favorably known and for which a circle of readers may be assumed to be waiting, the most usual publishing arrangement, at least in the United States, is that under which the author receives a royalty on the copies sold, his final receipts being in this manner directly proportioned to the success of his work. This royalty method is that in most general use on the Continent and is now becoming more frequent also in Great Britain.

A publisher is occasionally tempted to undertake the publication, at his own risk, of a book which is the first work of its author, on the

ground not necessarily that the book itself impresses him as a production of high literary quality or as likely to secure for itself any large measure of success, but because as a first effort it gives evidence of what is called "literary promise." The advisers of the publisher impress upon him the opinion that the author of this first and possibly somewhat crude or unfinished production has a literary future and is likely to produce work of literary importance and of assured commercial value. As a result of such counsel and possibly also with a personal impression in the same direction, the publisher undertakes the task of introducing a new author to the public. If his publishing experience covers any term of years, or if he has informed himself of the experience of older members of the trade, he will realize that the chances of this particular author being accepted by the current generation or finding a place for his work in the permanent literature of the country, are decidedly adverse. Perhaps one out of ten, or possibly one out of twenty, of these first productions may really prove to be the forerunner of literature of continued value. It is difficult, however, altogether to repress optimism, even in a publishing office. With each month's ventures the hope returns that a larger proportion of the ducklings may turn out to be swans, and the publisher is brought back to an actual

**Keeping
Books
Together**

realization of the real percentage of literary "possibilities" only when, at the time of his annual inventory, he has placed before him the figures showing the extent of the stacks of the unsold books in the warehouse and the still more troublesome figures of the unfavorable balance sheet, the inevitable consequence of the printing of books that the public has not been prepared to purchase.

It may nevertheless in the long run still prove advantageous to expend money and labor upon unsuccessful experiments if once or twice, at least, in the course of the year the publisher may be fortunate enough to come into relations with a new author for whose works a large and continued reading public can be found. There is always a hope of a Charlotte Brontë, a Mrs. Stowe, or a Du Maurier. Under the older methods of publishing, the author whose first book had been taken up by a publisher at his own risk and expense, recognized that there was a certain obligation to be fulfilled. When the second book was completed, which represents, as a rule, more mature and more effective work, and which is much more likely to possess literary and commercial value, such second production was, as a matter of course, brought to the publisher who had risked money (and who frequently had incurred loss) on the earlier work. Apart also from any feeling of

obligation, an author might very properly be advised by his business counsellors that there was a direct business advantage to himself in placing his second book under the management of the publisher who had issued the first. If the second book secured favorable reviews and appreciation at the hands of the buyers, fresh attention would be drawn to the first volume and renewed sale could, as a rule, be secured for this. The two books would be chronicled together in the same catalogues and in the same advertisements, while each volume would carry in its own advertising pages a reference to the other. The books would also be offered together by the traveling salesmen to the booksellers throughout the country, and the dealer purchasing supplies of the new work could, as a rule, be induced to include in his order copies of the earlier book.

The same considerations which brought about a business advantage in associating two books together in the same publishing list (an advantage in which an author who retained the ownership of his copyright would of course be a sharer) obtains in increasing measure for longer series of works by the same writer. Each new book serves to advertise and to bring renewed attention to the earlier works. The reviewers will very frequently, in commending a book which gives evidence

**Keeping
Books
Together**

**Keeping
Books
Together**

of literary and intellectual development, make reference to the series of the writer's earlier writings. The set comes into increasing sale through what may be called the cumulative momentum of publishing effort. The volumes come to be catalogued as "works" or "writings," and are placed together in a box, a detail which in the minds of booksellers and of library committees helps to confirm the impression that they have been accepted as "standard literature." Librarians and book-buyers generally have also a decided preference for books that can be secured in a uniform style of typography and of binding. There is in fact a very considerable measure of impatience on the part of readers with an author whose publishing arrangements have scattered his different works so that these are issued in a variety of sizes, forms, and styles, of which no uniform set is obtainable even at an increased price. The annoyance is not a mere empty sentiment, but interferes very directly with continued sales.

When a publisher has in his hands a group of books by an author who is from year to year making additions to the set, the publisher finds it good business to do all that is practicable to emphasize the importance of the author himself apart from the value of any single volume. The set of books constitutes a literary property, in the management and in the

extension of the value of which authors and publishers are jointly interested.

Many examples could be presented from the literary history of the past twenty-five years of authors whose books have, as first published, attracted distinctive attention and have come into immediate sale. Because, however, these books have been scattered on the lists of a number of publishers, no one concern has been interested in pushing the sale of the entire series or in keeping the name of the author before the public. A publisher of one book has felt that any general advertising that he might do concerning the author would accrue in part at least to the advantage of his competitors. The salesmen have had no instructions to bring to the attention of buyers any volumes other than the one issued by their own firm. There is the lack of cumulative publishing effort, a lack which in the end works adversely to the continued sale of the whole series of books. Books of smaller individual importance and of less literary value have at the end of a given term of years shown better continuous results because they have been kept under one publishing management.

The immediate advantage presented by any competing offers for the second book or the later books of an author must be very considerable indeed to offset the material detri-

**Keeping
Books
Together**

**Keeping
Books
Together**

ment caused to an author's property interests and to the commercial value of his productions by publishing arrangements which scatter his books among half a dozen publishers, and which render it impossible for the buyer to purchase his writings in a uniform set.

There is the further consideration that, unless publishers can feel some degree of assurance in accepting first books, which are, as a rule, not finished productions and a very large proportion of which will in any case produce losses, that they are establishing relations with an author whose future work is likely to possess importance, they must of necessity be less hopeful and less hospitable in giving consideration to the volumes first offered. It would be a serious disadvantage to young writers if there should be any material diminution of readiness on the part of the publishers to give them an opportunity of getting a hearing before the public. It would in fact often be not merely equitable for both parties but good business for the author, in securing a publishing arrangement for his first book, to agree to give to the publisher the refusal of his second. From the business point of view, the publisher on his part ought not to incur speculative expenditure in bringing a new author before the public unless he can have some assurance that the relation will continue beyond the first volume.

This does not mean that a young author ought to be asked to bind himself under some hard and fast contract to give to one publisher the control of any long series of future productions. He ought to retain freedom of action so that when his market value has, to some extent at least, been established he may be in position to secure the full advantage of this value, whether with his original publisher or with some competing Houses who are prepared to offer more satisfactory arrangements. There should, however, as said, be some recognition of the service originally rendered, and, unless there be some very definite grounds for complaint or cause for dissatisfaction, the management of the first publisher will, on the grounds specified, be most likely to prove serviceable and profitable for the succeeding undertaking. This point will be touched upon further in the section on the employment of a literary agent.

**Articles
in
Periodicals**

CLASS III.—PUBLISHING ARRANGEMENTS FOR PRODUCTIONS FIRST PRINTED IN PERIODICALS OR CYCLOPÆDIAS.

The increasing importance of the receipts secured by writers (and especially by successful writers of fiction) from the publication of their productions in periodicals, makes necessary a word of reference to this class of publishing arrangements. I do not propose,

Articles
in
Periodicals

however, to give consideration to the relations of authors with the editors of the magazines or journals in which their articles are first printed. This matter constitutes a subject by itself, or (as Kipling would say) another story. I wish simply to point out the necessity for certain precautions on the part of writers who have in plan the later publication in book form of papers which first come into print in the pages of a periodical.

In the first place, the author should assure himself that the arrangement entered into by him with the publisher or manager of the periodical leaves with himself the ownership of the copyright of his production and the unquestioned control of all rights for its republication in book form. If, as is usually the case, it is the intention of the author to sell to the periodical simply the right to the single publication in its pages, and to reserve all further publishing rights, such understanding should be clearly specified in the agreement, or letters of arrangement, or in the receipt given by the author for the payments made. In the earlier days of magazines, the practice was general for the publisher to purchase the copyright and all publishing rights of the papers accepted by him. In the absence of any specific agreement or written reservation to the contrary, it would, I think, a century or half a century ago, have been assumed

that the payment made for an article by the magazine publisher, transferred to him the full ownership and control of such article.

It is my understanding that *Putnam's Monthly*, which began publication in 1852 and which was the first American monthly devoted exclusively to the contributions of American writers, was also the first American periodical the publisher of which specified in the receipts presented to authors for their signature that the copyright and publishing rights in their contributions remained vested in the author. The only condition connected with the arrangement was that in case the material were later to be issued in book form, the publisher of the magazine should have the first refusal of such book. Even this condition, there was, of course, no difficulty in waiving in the cases of authors who had standing arrangements for their books with other Houses. This status of magazine contributions, which was the exception in 1852, is at present the rule with all the leading magazines on both sides of the Atlantic, and an author is perfectly safe in putting his signature to the form of receipt in use with these magazines, as he is, under the agreement expressed in such receipts, left in full control of the copyrights and book-rights of his material.

In the case of the less known magazines, or of newspapers, it is, however, wise for the

The
Precedent
Set by
"Put-
nam's
Monthly"

92	Authors and Publishers
<p>The Purchase of Copyright by Periodicals</p>	<p>author to insist upon a specific arrangement which shall make quite clear his rights to the future control of his contribution. The publishers of magazines usually make it a condition in purchasing an article, that it shall not be reprinted within a specific time after its publication in the magazine. Such a condition is equitable enough, but the author who has further publishing plans for his material, should assure himself that these plans are not going to be interfered with or seriously hampered by his arrangement with the magazine. I have a case in mind in which an article was accepted and paid for by a leading magazine, but the publication of which was, on one ground or another, delayed for a year or more. The paper formed one of a series for the publication of which in book-form the author had made a satisfactory arrangement. Under his agreement with the magazine, he was, however, stopped from using the initial paper until two months after its first publication. The postponement for a year or more of the publication of his book was for him a very serious matter, and in fact came near to bringing about a cancellation of the arrangement he had secured for the book publication. He submitted a suggestion for the repurchase of his paper from the magazine, but this the magazine publishers declined to consider. It is evident from a complication of this kind, that</p>

an author who plans his material for publication in more than one channel, needs to assure himself very specifically as to the conditions of each of his several publishing arrangements. It might be in order to arrange, for instance, with the magazine publishers that if the article were not published within a specified term of months, the author should reserve the right of repurchasing it. In the case of arrangements with syndicates or with syndicating agents for the publication of an article or of a serial in a number of periodicals (including possibly journals on both sides of the Atlantic and in the British colonies), there is, of course, a still greater necessity for the author to assure himself that his book-rights have been properly reserved and that the serial publication will be made in such a way as not to risk the forfeiture of his copyrights, American, British, or Colonial. The failure on the part of any one of the journals supplied by the syndicate to observe all the conditions of the several copyright acts (such as simultaneous publication, the printing with each instalment of a correctly worded copyright notice, the deposit of copies, etc.), may bring about the forfeiture of copyright protection for the volume and involve a loss much greater than the gain from the payments for the serial. The syndicate agency might, I think, very properly be called upon to guaran-

**Syndicat-
ing
Arrangements**

94	Authors and Publishers
Articles in Cyclopæ- dias	<p>tee and insure the proper fulfilment by its customers of all the conditions requisite to secure and to maintain the author's copyrights, domestic and international.</p> <p>It is the present general practice for the publishers to purchase the copyright and the full publishing rights of the articles contributed to encyclopædias. Such articles have, in fact, with rare exceptions, been "written to order" at the instance or under the direction of the editor of the work. With publications possessing the literary and the commercial importance attaching to encyclopædias of the first class, the agreements with the contributors, and the receipts given by these for the moneys paid, will unquestionably state specifically the ownership of the copyright and of the publishing rights. If no such specification had been put into writing, the authorities would, I think, decide that, according to the general usage in the case of undertakings of this kind, the copyright and full control of an article ordered and paid for by the publishers, would be vested in them, and that in the absence of any specific agreement or restriction to the contrary, the publishers would be at liberty, in addition to printing the article in the cyclopædia, to re-issue it in any other form or association that might seem to them desirable.</p> <p>In the case of works like the great British</p>

Dictionary of National Biography, the articles in which possess continued literary and commercial value, the question of the right to republish these articles is one of no little importance. I judge, therefore, that a contributor to a work of this kind who is not willing to lose the future control of his article, or to permit it to be used in any other form or association than that of the cyclopædia or dictionary for which it was originally prepared, must be careful to protect himself by a written agreement or reservation. In case the author desires to retain in his own hands the right to reprint his article, it will be in order for the publisher of the cyclopædia to fix some term of months or of years within which such reprinting must not be done. Contingencies may arise in which the author of a cyclopædia article, who has transferred in regular routine the copyright and publishing rights, may still claim to be entitled to some voice as to the future disposition and association of his paper. A case of this kind occurred recently, the decision in which has, at the date of this writing, not been reached. A, who in 1895 is a scientific writer of note and authority, contributed, a number of years back, when his work as a scientist was beginning, an article on some subject of scientific research to a cyclopædia which was then in course of publication. In accepting payment for his article

The
Dictionary
of
Biography

**The
Rights
of a
Contribut-
or to a
Cyclopæ-
dia**

from the publisher B, A understood that he had parted with his copyright and with any right himself to make further use of the material. Publisher B fails, and the cyclopædia for a time goes out of the market. A number of years later, publisher C purchases the plates of the work, and, reprinting it with a few changes and additions, advertises it as if it were a new publication. He includes in his list of contributors the name of the writer A, a name which now possesses both scientific and commercial value. The cyclopædia is in 1895, at least in its scientific divisions, seriously out of date and antiquated. The articles as originally printed did not bear dates, and as the title-page of the re-issue of the cyclopædia bears date 1895, the impression is given to the buying public that the writers whose names are advertised have prepared contributions of recent date for a new work. A contends that such an impression concerning his own article, which was written a number of years back, and which is at this time neither complete nor accurate, is calculated to do injury to his scientific standing and to the commercial value of his future writings. He demands that his article be cancelled from the re-issue of this work, and, failing the cancellation, that the date of its production shall be placed against the article itself and against the name of its writer in the list of contributors.

Such a contention seems reasonable and equitable, but it is doubtful whether the author will be able to enforce it against publisher C, who is by purchase and assignment the owner of all rights in the material. If an author wishes to protect himself against a contingency of this kind, it will probably be necessary for him to make some specific reservation or agreement at the time he accepts the commission for the preparation of an article for a cyclopædia.

It is to be noted that the injury complained of in the case cited is not to the property rights but to the personal rights of the author. The right of publication does not carry with it, however, the author's rights. The purchaser of the article can claim control only *quoad exercitium*, not *quoad jus*.

The
Rights
of a
Contribut-
or to a
Cyclopæ-
dia





Obligations under the Publishing Agreement.

The
Obligations
of the
Author

THE publishing contract contains, in addition to the provisions specifying the obligations assumed by the publisher, further provisions constituting obligations on the part of the author. He agrees to complete certain literary work, and agrees, either specifically or by implication, that such work shall be up to a certain literary standard by which his previous productions have been characterized, and which the publisher who places the commission in his hands has a right to expect. The author agrees, further, that the work shall be completed either within a certain term, the date of which is specified in the contract, or, by implication, within a reasonable time. It is further understood that the "copy" as presented by the author for the work of the typesetters shall be in its finally revised and completed form, and shall be sufficiently legible to constitute what would be known in the printing office as "fair copy."

Obligations	99
<p>Finally, the author agrees to read the proofs of his book and (as a rule) to prepare the index.</p> <p>The payments or royalties which the publisher is to pay under the provisions of the agreement are given in consideration of the performance by the author in good faith (and in accordance with the standard of literary quality upon which his own literary repute may be supposed to depend) of the several obligations set forth in the contract. In addition to the direct payments to be made by the publisher as consideration for the literary production, or for the use of such production, the publisher has agreed to provide for certain expenditures in manufacturing the book, in advertising it, and in placing it and keeping it in the market. Before entering upon the undertaking, he has, according to usual routine, made up certain calculations showing what is the total of the outlay to be provided for, and of the labor that will be required from himself and from his assistants, and against these items he estimates (of course, at the best but approximately) what returns can be secured from the sales.</p> <p>If he did not believe, with the figures of this calculation before him, that there was at least a fair prospect of securing from the sales a sufficient return to offset the amount of his outlays, and to give him, above this amount,</p>	<p>The Pub- lisher's Calculation</p>

**The
Joint
Interest
in the
Sales**

enough profit to repay him for the use and for the risk of his capital and for his own personal service, the undertaking would, on the whole, seem to him an undesirable venture, and would not be entered upon. As a matter of fact, however carefully these preliminary calculations may be gone through with, a very large proportion of publishing undertakings do, as before stated, fail to secure sufficient returns to cover the amount of the actual outlay, irrespective of any interest for the use of the capital or of any compensation for the publisher's services.

As before explained, in the cases in which the author has to receive a fixed or guaranteed payment for his production, his interest in the result of the sales (whether these be satisfactory or the reverse) is but indirect. Under the royalty arrangement and the other forms of arrangements in which his compensation is made contingent upon or proportioned to the sales, his business interest is as direct as that of the publisher in having these sales sufficient to return the outlay together with a substantial excess in the shape of profits.

I want to point out, however, that the publishing calculation upon which the whole undertaking has been based depends upon the substantial accuracy of the figures arrived at for the cost of production. If, for instance, the author has agreed to prepare for a series

Obligations

101

of books the volumes of which are sold at fixed prices, and the size of which must therefore be substantially uniform, a work containing fifty thousand words; and if his narrative has extended itself to one hundred thousand words and he insists that it is not practicable to curtail it without destroying its entire literary proportion and value, the publisher is at once met with the problem of printing a book that must be sold at \$1.00, and that is, nevertheless, to contain an amount of material which ought to be sold for not less than \$1.50.

At first thought, it would hardly seem possible that an author to whom has been submitted, before he begins work upon his volume, the specific scheme of the series in which it is to find place, and whose contract even specifies the precise character desired for his work, should be heedless enough to bring to completion a narrative that was of an unsuitable character which could not be harmonized with the rest of the series. The contract also specifies the amount of matter (*i. e.* number of thousand words) to be contained in the volumes, the specification being given with a maximum and minimum limit, leaving a margin of a few thousand words. With these figures before him, an author ought not to permit himself to shape a book so different in compass that it cannot be printed in a uniform series with the other

The
Basis
of a
Publish-
ing Under-
taking

102	<p style="text-align: center;">Authors and Publishers</p>
<p style="text-align: center;">The Require- ments for the Author</p>	<p>volumes, and that, when sold at the price announced in advance, will bring loss instead of profit. It would also seem hardly probable that an author, having been so regardless of the preliminary conditions laid down for his work, should, when this work was completed, be so unreasonable as to insist that his volume must be accepted in the precise form in which he has written it; that, whatever the conditions or the limitations of the series, his own individual literary methods and literary execution must not be interfered with; and that (his own compensation being assured under some fixed payment arrangement) the question of possible profit or loss for the publisher is a matter concerning which he need give himself no concern. Improbable as such a state of mind or such a method of action appears to be, as thus set forth, I can only say that the experience of nearly all publishers and editors who have had to do with the publication of series, will show not a few examples of just such literary perversities.</p> <p>A second detail in which the original calculation can be set at naught is the practice on the part of certain authors of rewriting or reshaping their narratives to a considerable extent after the material has been put into type. It is perfectly possible for an author whose brilliant thoughts come to him by degrees, or whose accuracy in regard to statements only</p>

begins to cause him anxiety when he sees these statements in type, to reshape his work when it comes to him in the form of proofs to such an extent as to double or very largely to increase the cost of the typesetting. If, in the original calculation, it has been estimated that \$500 must be provided for putting the volume into type, an expenditure for this item of \$750 will of necessity throw the calculation out by the amount of the excess, and the possibility of profit will be proportionately reduced.

Against this troublesome risk of expense under the heading of "extra corrections," that is to say, of changes in the author's text after this text has been put into type, the publishers endeavor to protect themselves in various ways, and such attempts are, of course, in the interest of the business results of the undertaking, and, in more ways than one, in the interest of the author himself. Provisions are inserted in the contracts under which the cost of such "extra corrections" is to be borne by the author himself, on the assumption that he has agreed to deliver copy in readiness for the typesetters, and that he ought to have carried out his agreement. Sometimes, in the case of material presenting special difficulties, an allowance is made under the heading of "extra corrections," by means of which a portion of the cost of these is assumed by the publisher. A further help is given under present

**Extra
Correc-
tions**

104	Authors and Publishers
Authors' Corrections	<p>methods by insisting that the author shall have in his hands for revision, before the volume goes to the typesetters, a clean typewritten copy, and that he shall expend upon these typewritten pages all his desires for improvements, changes, or corrections.</p> <p>An author will sometimes (and not unnaturally) take the ground that it is unreasonable for a publisher to object to having corrections made in the proof and to assuming the cost of such corrections, because the whole purpose of them is "to make the book more complete or more accurate and therefore more valuable." The rejoinder is, of course, a very simple one, and has been indicated in the above reference to the publisher's preliminary calculations upon the basis of which the undertaking has been entered upon. A publication which at a given expenditure could be reasonably expected to return a profit on the investment, might very easily, in case this expenditure were to be materially increased, prove to be, from a business point of view, an undesirable venture. It is, therefore, not practicable to leave in the hands of the author the determination of so important an item of the outlay as that of the typesetting. Some restriction or limitation is evidently necessary. The safest and most educational restriction, from a publisher's point of view, is to provide that the cost of these later changes or extra</p>

corrections shall be borne *in toto* by the author. An almost certain result of such a regulation is that an author who has paid such a charge for changes in his first book is much more careful to present for his second, "copy" finally revised and complete. Some modification of such an arrangement is, however, as before suggested, proper enough under certain special conditions or for works of an exceptional character.

The third detail that is to be considered in treating of the obligations entered into by the author is the time within which his work is to be completed. It is occasionally found practicable to insert in the contract a specific date or term of months or years within which the author undertakes to place in the hands of the publisher the completed work in readiness for the typesetters. In the great majority of such publishing contracts, however, it is not found advisable to insert any such date, partly because literary or scientific work cannot, as a rule, be executed with the same precision of time calculation as is possible for a house or a bridge, and partly because, even if the date were inserted, the publisher has very seldom available any means for compelling the author to abide by such a condition. This last point will be touched upon again.

It will be easily understood, however, that, with all literary undertakings, the date when

Author's
Obligations
for the
Com-
pletion
of his
Book

106	<p style="text-align: center;">Authors and Publishers</p>
<p>Loss through Delays</p>	<p>the publisher can plan to put the book in the hands of the typesetters, and later into the market for sale, is a very material element indeed in the business calculations upon which the undertaking has been based. With a certain class of publications, in fact, the practicability of having the book in readiness for a given season may be so important as to constitute a determining factor in the decision to place the commission for its preparation in the hands of one author rather than of another. It happens frequently enough in the record of publishing that, in connection with some special trend of public interest, two or more publishers may be planning different works on the same general subject, or on different phases of such subject. Publisher A, whose author, realizing the requirement of the case, has kept faith in the undertaking, and has completed his work at the time agreed upon, will secure for his book the first public demand, which is, as a rule, by far the largest portion of such demand. Publisher B comes before the public some time later with a more or less similar book, and finds that the interest of the readers has been in great part supplied. The second volume may represent as large an amount of skilled labor as has been put into the first, and may also have involved as considerable an investment of capital. The prospect, however, of securing for this invest-</p>

ment a remunerative return has been very seriously impaired, if not altogether destroyed, by the delay on the part of the author.

In another class of cases, the public question itself may have passed by, while in a matter of scientific investigation the results of some later investigations may have been brought into print. There are, in fact, a great many influences which will go to destroy the trustworthiness of the original publishing calculations, if one factor in these calculations, the time within which the work is to be completed, cannot be depended upon. The publisher has been misled into making an investment which ought not to have been made unless he could depend upon his author.

This class of calculation comes up for the most part only in connection with books which have been suggested by the publisher himself. The instance, however, sometimes occurs of an author bringing to a publisher the plan of a work which calls for a considerable outlay, and inducing the publisher to make the investment on the strength of the knowledge claimed to be possessed by the author himself of a special class of requirements which this particular book will meet "better than any work in existence," and which will insure for the proposed volume a remunerative circle of buyers. Before, however, the author completes his share of the

**Loss
through
Delays**

108	Authors and Publishers
Books in Series	<p>undertaking, some other work is brought into the market which supplies in substance the requirements specified, and so far curtails the possible demand for the book first put in train that the publication of this results in loss instead of in profit. If the author has arranged to receive for his labor a guaranteed payment, and if the loss of the market and of the opportunity for sale has been due to the author's own lack of precision and of reasonable promptness in completing his work and in supervising its passage through the press, the publisher certainly has a reasonable ground for complaint.</p> <p>A considerable proportion of the books which are written at the instance or suggestion of the publisher are those which are issued in series ; such undertakings as the <i>English Men of Letters</i> series, the <i>International Science</i> series, the <i>Stories of the Nations</i>, the <i>Heroes of the Nations</i>, have been planned by the publishers, and the volumes contributed to them are for the most part the work of contributors who have been selected by the publishers or by their editors. The instructions or specifications given to a contributor at the time the arrangement for his volume is completed, set forth the general character which the narrative should possess, its compass, that is to say, the number of words it should contain, and the date (stated</p>

either precisely or approximately) when it should be completed.

A publisher, having in train a series which is to comprise from twelve to fifty volumes, finds it essential to arrange that the several volumes shall be delivered to him at convenient intervals, which will enable attention to be given with reasonable promptness to putting through the press each volume after it is delivered. It is, of course, undesirable both for the general repute of the series and for its commercial success that there should be any very long gaps between the several volumes. The readers who have begun to purchase the series must not be allowed to get the impression that it has ceased publication, or that the publishers have lost their interest in it. While a precise regularity of publication is, as a rule, not practicable, the volumes ought to appear at intervals so near together that the publishers can announce a given number of volumes to be in readiness within a term of, say, twelve months. It is equally inconvenient, after a considerable lapse or delay in the appearance of volumes, for the publisher to receive from a number of contributors at one time a larger group of manuscripts than can be conveniently or effectively handled at once. When an author has placed his manuscript in the hands of the publisher, he is, as a rule, very urgent for immediate attention on the part of the typesetters

**Books
in
Series**

110	Authors and Publishers
The Obligations of the Author	<p>and the printers. The longer he has delayed his own work, the more likely is he to be exacting in regard to promptness of attention in the publishing office. If, however, eight or ten books for one series should come into the office together, it is, as a rule, absolutely impracticable to put them all at once into the hands of the printers, while even if they could by any means all be delivered together from the manufacturing department, it would be absolutely "bad business" to publish them at once. Some of them would have to be held over until the regular publishing intervals could again be arranged for.</p> <p>This explanation will make clear the importance of securing as contributors for such series authors who can be relied upon to give some consideration to the business requirements, and whose word in regard to the completion of the volumes entrusted to them can be accepted without the necessity for any very large measure of allowance. Every publisher, however, who has carried to its completion an undertaking of this kind, has on his books the records of not a few authors who have shown themselves utterly regardless of this phase of their obligations. An author will accept a commission for a volume on some subject on which he is considered an authority, and will have explained to him the nature of the series for which his volume</p>

Obligations

III

is to be prepared, while the contract signed by him will set forth the several requirements previously referred to. Without, as a rule, agreeing to a specific term within which he promises to deliver his book, the author does accept the general statement as to a reasonable time, and he usually gives to the publisher some estimate or calculation as to what that time will be, an estimate which is of necessity based partly upon the nature and the extent of the subject-matter to be considered and partly upon any previous similar engagements to which he may already have bound himself. Not a few authors will, however, permit a series of years to go by without fulfilling an obligation of this kind. The publisher has been precluded by his agreement from giving the commission to some other writer, although during the years which have passed since the execution of the contract, suggestions may have come to him from more capable and from more valuable men who were willing to undertake the task. The continuity of the series is interfered with, the completion of its original plan is hampered and marred, and its value as a property is lessened. The author whose contribution was expected to form a material addition to the value of the series as a whole has, through his heedlessness and his failure to recognize the nature of his obligation, done not a little to interfere with the success of the undertaking.

The
Obligations
of the
Author

**The
Obligations
of the
Author**

The author may defend himself on the ground that he has never contracted to complete his volume by a specified date. There has, however, as a rule, been a substantial understanding between himself and the publisher as to a certain limit within which the work would be delivered. The author would hardly contend that the omission of a date in the agreement would leave him free to wait for a quarter of a century for instance, or that the tender of a volume twenty years or more after the series for which it had been planned was completed, would constitute what the stockbrokers call a "good delivery." In any such agreement something must, of course, be left to the good faith and to the reasonableness of the contracting parties. The fact that the publisher has thought himself justified in placing confidence in the author's word and has not included in the contract a stipulation that would give him a remedy at law, is a defence that would of course hardly be maintained by a man of honor.

I recall to mind, however, cases (of which I have first-hand knowledge) in which authors who had expected to deliver their books within two years, or at the furthest, three years, have held the commission in their hands for six, seven, and eight years before the discouraged publisher has thought it necessary to cancel the contract and to make

other arrangements. In one of these cases the author had had the commission placed in his hands when he was still a young student, comparatively unknown to the general public. As his attainments and his responsibilities increased, he found himself interested in other directions and decided that the easiest way of getting out of his early obligation was simply to delay doing what he had promised to do, until "the party of the second part" should decide to give up the undertaking. In another instance, an author who had waited six years without taking any measures to make good his obligation, accepted later commissions from other publishers and completed for these publishers the books promised to them without any apparent realization of the fact that he was committing a breach of contract with the publisher who had first placed trust in his word. In both of these instances the authors held responsible University positions.

In a third case an author who possessed authoritative knowledge on a technical and scientific subject was engaged, on terms satisfactory to himself, to prepare a work of reference on this subject which was to be completed in ten volumes. Three volumes were prepared for the press and were published in due course. For the fourth volume (as a favor to the author and unfortunately as it proved for the final history of the undertak-

**De-
linquent
Authors**

**Delinquent
Authors**

ing), the publishers rashly advanced to the author the amount of the compensation agreed upon. Since the date of such advance (now eleven years ago), the author has failed either to deliver the material for the volume for which he has been paid or to deliver any further material whatever. He has accepted and has presumably been paid for other commissions, and probably still classes himself as a reputable citizen. He has given no reason for his delinquency and no question has ever arisen concerning the facts of the agreement or the nature of the responsibilities accepted by the author under this agreement. The subscribers to the work have had good reason for complaint against both its English and American publishers, on the ground that they were left with a fragment when they had been promised a complete series. They had been called upon, to be sure, to make payment only for the three volumes delivered, but they contended (and with reason) that the three volumes had trifling value unless the set were to be completed. These subscribers had in fact a fair claim against the English and American publishers for the refunding of the amounts paid by them.

In a fourth instance, a manuscript of a work prepared by an author for a series, was returned to the author in order to have certain omissions supplied and to have a final chapter

added. Until this additional material had been prepared, the work did not fulfil the specifications of the agreement. On the first delivery of the manuscript the author had received a substantial proportion of the compensation arranged for. The publisher was obliged to wait for three years before he could recover his manuscript. He was thankful then to be able to get hold of it still incomplete and requiring, before it could be put to press, further labor on the part of another writer.

Another method by which an author can do injustice to the publisher for whom he has prepared a volume, is to put into the market, within some brief term after the publication of the first book, another work which has to do with the same subject-matter. Such second volume may be an expansion of the narrative contained in the first, in which case the rival publisher will be able to advertise it as "the complete and final work by its distinguished author" on this particular subject. Or it may be a briefer statement of the same thesis, taking the form of a condensation or popularization of the original work. Such a volume will also give to its publisher an opportunity for an announcement or an advertisement that will interfere to a greater or less extent with the standing before the public of the first book. It may in fact have been through the book first published that the

**De-
linquent
Authors**

**Good
Faith
in
Agree-
ments**

author has won his original reputation, as far as the general public is concerned, as an authority on the subject-matter. Rival publishers will be very ready to take advantage of this reputation in one way or another, and the decision must of necessity rest with the author himself as to how far he may continue the production of volumes on this special subject without interfering with the obligations assumed by him in connection with the first book.

Of course, I do not mean to say that an author having once come before the public with a volume on his own subject, is thereby estopped from publishing anything further on this subject. There must of necessity be not a few grades of possible competition. The second book may interfere with the first not at all, while it may entirely kill its sale and bring to the original publisher the feeling that his confidence has been abused. The very fact that the contingency is one that it would be difficult to provide against completely in the most carefully worded agreements, increases the necessity for a large measure of good faith on the part of the author who has executed such a commission. I am writing this paragraph with the remembrance of two or three instances that have come to my personal knowledge within the last few years in which such good faith has not been maintained.

The publishers whose confidence has been abused would have found it difficult to show ground for action in a court of law, but they would have had no difficulty in making clear to a board of literary arbitrators that an injustice had been done to them.

I recall a further case in which a publishing House entered into an arrangement with a young author who had done brilliant and promising work, to make a substantial annual payment, in consideration of which payment the publisher was to have the control of all the literary output of the author during each year of the agreement. The result of the first year of the arrangement was that the author produced practically nothing. He drew his stipend, and gave in exchange no consideration. At the end of the first year, the agreement was very naturally terminated, and the productions of the author for the succeeding two years, productions which included some of his most successful work, were placed in the hands of a rival House. It is, I think, fair to assume that, in this case, the author had no deliberate intention of taking money without consideration. He was an unsystematic and procrastinating man, who had always had trouble with his personal balance-sheet, and who had (like Edgar Poe, and not a few other brilliant writers) produced some of his most effective work under the pressure of urgent

An
Unwise
Method
of
Compensation

**Difficulties
of the
Publishers**

need of funds. When the stimulus was removed, his mind refused to work effectively, and the result was loss for his too trusting publisher, and (we may hope) mortification for himself. Such an arrangement was in fact bad both in principle and in practice, and the publisher deserved to lose his money for his bad judgment.

These instances, specimens of what might easily be made a very long list, are mentioned not for the purpose of suggesting that authors are more likely than other men to prove regardless of their obligations, but to indicate some of the difficulties to which publishers are exposed in entering into agreements or contracts with literary men. In such contracts the obligations assumed by the publishers are very clearly set forth ; and in case these obligations may not be fulfilled, in case, for instance, the payments specified are not made, the author has a very simple remedy. He places his case in the hands of his solicitor and the moneys due are collected under the ordinary routine of the law.

It is, however, not practicable to utilize the machinery of the law to compel an author to carry out his part of the agreement. The authority of no court would be sufficient to force a dilatory or unwilling author to write a book that he had agreed to write, and even if he should go through with the form of

obeying an order of the court to such effect, it is hardly probable that the book written under such special circumstances would be a satisfactory literary production or would secure a commercial success. Moreover, even if the publisher might have his agreement so worded that he would be in a position to secure its enforcement under the law, it is not probable that such a course would be for him a wise business policy. Such procedure on his part might very easily raise against him in literary circles a prejudice or antagonism that would cause more serious injury to his business interests than that which could be brought upon him through the delinquency of any one author.

Contracts between authors and publishers are therefore of necessity very largely one-sided, and the publisher must at the best depend in the main upon the good faith, the fairness of dealing, and a reasonable understanding of business requirements, on the part of the author.

This special feature of publishers' contracts is worth calling attention to at a time when the authors are organizing themselves on both sides of the Atlantic for the purpose of defending their rights as producers and of securing a larger measure of return for their literary labors. These organizations of literary workers are to be welcomed on more grounds than

**Lack
of
Power
to
Enforce
Contracts**

120	Authors and Publishers
Value to Authors of Organiza- tion	<p>one. The literary producers, and particularly the younger authors, ought to have, in beginning their business operations, the full advantage of the experience of other literary men whose works have already been placed upon the market under a variety of publishing arrangements. They ought to be protected, as far as may be practicable, against the mismanagement of incompetent business agents and against the misstatements and wrongdoing of untrustworthy managers. The author ought to secure the fullest and most specific information concerning his rights and concerning the average market value of his work, and he ought to be able to feel assured that for this work he obtains the fullest net returns that are practicable under the existing literary and publishing conditions.</p> <p>On the other hand, in ascertaining his rights, he should also ascertain and be prepared faithfully to carry out his obligations. If the old personal publishing relation, with its many attractions and with its various disadvantages, is to disappear, and if this is to be replaced by a well-defined business system of purchase and sale, of contracts arrived at under the varying conditions of the market, and of publishing agreements requiring in the case of each book the service of brokers and solicitors, there ought at least to be the final advantage of a clearly specified business relation</p>


Obligations	121
<p>in which each party should accept definite obligations, and in which there should be some means of enforcing for each party the due fulfilment of such obligations.</p> <p>I trust that it may at some time prove practicable to establish a kind of literary court or board of arbitration, before which court could be brought the various questions and issues that arise between publisher and author. The most important of the issues to be considered in this way would be of the class previously referred to, which, while distinct breaches of good faith or of justice, are not of necessity infringements of contract or breaches of law.</p> <p>Such a court or commission might be instituted under the joint action of a society of authors and a publishers' association. It could utilize for legal requirements the services of counsel who had interested themselves in the law of literature, and who had familiarized themselves with the conditions and the precedents of publishing. The fees charged to the contesting parties should prove sufficient to secure adequate compensation for the best services on the part both of the lawyers and of the expert laymen, whose time was also of value. It is probable that a mere fraction of the amounts that would be required to put through an English or an American court an ordinary case of infringement or breach of contract, or of difference of opinion as to the</p>	<p>Rights and Obligations</p>

**Literary
Courts**

interpretation of a contract, would be amply sufficient to provide the needful compensation for counsel and for arbiters. In not a few cases, the services of counsel could in fact probably be dispensed with, as the contesting parties would be perfectly capable of submitting the statements of their respective contentions.

I am convinced that the authority of such a court could be made of very material service in lessening friction and differences of opinion between literary workers and their business representatives, while from a personal point of view, I should attach a special importance to the value of such a court for the interests of the publisher, because it is the case, as previously pointed out, that the publisher is, under present conditions, comparatively helpless in securing from the other party to his publishing contracts the same measure of obedience that can nearly always be enforced against himself.

I judge, also, that the series of decisions that would be secured from the court in the course of a few years, should constitute a most valuable body of precedents that would come to form a system of literary and of publishing relations, and would be accepted as the law controlling these relations. Such a system would have as a certain effect the weeding out of irresponsible and untrustworthy pub-

Obligations	123
<p>lishers, and the development of a larger measure of business knowledge and of a sense of business responsibility on the part of authors. It should also bring about a cessation or a material diminution of vague charges and groundless complaints (complaints which are very largely due to heedless ignorance of the real conditions and limitations of the business of publishing books), and, in lessening very much the causes and the possibility of disputes and issues, should place on a satisfactory foundation the relations between authors and publishers.</p> 	<p>Literary Courts</p>



The Literary Agent.

The Literary Agent

DURING the past few years a new factor has found place in publishing undertakings. The business of making arrangements on behalf of the authors has to a certain extent been placed in the hands of brokers who describe their occupation as that of literary agents. These agents undertake to find a market for literary productions in somewhat the same manner in which real-estate brokers will arrange to find purchasers for blocks of land, or brokers in securities will, for a consideration, bring about transactions between the sellers and the buyers of bonds or shares.

There are certain very evident advantages to an author in placing his business interests in the hands of such an agent. If he can secure the services of a broker whose reports may be accepted as trustworthy, he can have the assurance that without any labor or distasteful personal applications or correspondence on his own part, the literary market for his particular class of productions will be ade-

quately tested at the time when he has a work to dispose of. There is both a personal satisfaction and a business advantage in the assurance that the proposition secured by the agent for a purchase of the copyright or for a publishing contract on some other basis, represents the most advantageous arrangement, and will bring to the producer the largest return that is at that time practicable for the work in question. Authors who distrust their own business knowledge or business capacity, and who have a personal distaste for the task of making bargains, feel that they secure in a service of this kind an advantage that is very well worth the cost of the agent's commission.

The agent's operations assume a larger range of importance in the cases of books for which international and transatlantic arrangements are to be made. Such arrangements involve a large amount of correspondence and, to be intelligently carried out, presuppose a knowledge of and an experience with the publishing conditions and the publishing possibilities of foreign countries. The work of the agent is naturally of the greatest service and importance in the case of fiction, and the increasing practice of making sale through syndicates, for publication as serials in groups of periodicals, of stories whose character fits them for such use, has made this branch of the literary agent's business almost essential for authors

**Service
to
Authors**

**Syndi-
cating
Arrangements**

who are interested in the production of serial stories.

The possibility of utilizing a story in advance of its publication in book-form, simultaneously in an English and in an American magazine, or of making sale of the same through newspaper syndicates to groups of county papers on either side of the Atlantic and in the British Colonies, has added very largely to the receipts of writers of successful fiction. There is also an increase in the interest of the readers of Continental journals in English and American fiction for translations of which arrangements can be made, and the extension of International Copyright, first under the Berne Convention throughout the states of Europe, and later under the American Act of 1891, between the United States and the larger portion of the states of Europe, has furthered very much the sale of good fiction in countries outside of the country of its origin. While this demand has largely increased, it is fair to report that the supply of fiction offered for the purpose is increasing very much more rapidly and is at present largely in excess of the purchasing power of the syndicates, and of the publishing facilities of individual periodicals.

For the work, however, of ascertaining what can be done in the matter of securing a serial sale of stories, the service of the literary agent

is not only useful but is almost indispensable. It is fair to point out also that, apart from the business advantages secured from him for his clients the authors, he is doing a certain indirect or general service in furthering the development of international literary arrangements, and in emphasizing the principle that the production and the distribution of literature should not be restricted by political boundaries.

There is, however, another side to the work of these literary agencies and there are certain considerations which ought not to be lost sight of by intelligent authors who are disposed to place in the hands of agents the entire control of their publishing relations. First, a writer who is devoting himself to authorship as a profession, should, of course, so shape his undertakings that they shall produce for him as an entirety and during the whole term of their copyright existence, the largest possible aggregate of returns. The wise author who has studied carefully his relations with the book-buying public, will understand that his books should be handled not each for itself, but together, as parts of a literary property of continuous and, it is to be hoped, of increasing value. An author whose work is done with a certain degree of regularity (as was the case, for instance, with Trollope) may produce, say, one book a year. A more rapid produc-

Certain
Dis-
advantages
Incurred
through
the Use of
Agents

tion, while occasionally practicable, has not infrequently meant, in the history of literature, work more or less hasty, lacking in literary finish, and not doing full justice to the author's own standard. A production at a much slower rate, while, of course, inevitable in the case of writers of certain temperaments who must wait for the moment or for the season of inspiration, sacrifices of necessity something of business advantage. If a second book follows a first at an interval of not much beyond twelve months, while a year later a third is brought before the public, the remembrance of the reviews and of the personal comment upon and interest in the earlier volume or volumes is still substantially fresh in the minds of readers at the time when the announcement of the new book is brought to their attention.

If there may be for the production of each year an equal or an increasing literary prestige, there develops an impression on the part of the book-buying public, and of the booksellers who represent this public more or less imperfectly, of what may be called a cumulative reputation. This literary prestige grows from year to year and with this growth there comes a correspondingly steady increase in the value of the literary property represented in the author's works. Such steady development in the commercial value of the succeeding books and of the set as a whole, obtains to some ex-

tent with the works of any writer who keeps himself regularly before the public, and whose books continue to secure popular appreciation. It is, however (as pointed out in a previous chapter), very seriously hampered and lessened in the cases of books which, in place of being grouped together in a uniform set, under the management of one publishing concern, are issued in volumes that are printed in various forms and that are scattered through the catalogues of a number of publishing Houses. I have already pointed out the serious disadvantages from the publishing point of view and the material injury to the property value of the books brought about through such a separation, a disadvantage which results from such causes as lack of uniform publishing control and management, the absence of any business interest in pushing, through salesmen, the sale of the works as a whole, the lessening of the advertising, direct and indirect, which can be done for the author and for his works apart from and in addition to the advertising of separate volumes, etc.

This matter comes into relation with the work of the literary agent in several ways. If an author makes a practice of putting each new book into the hands of the agent, to be offered in the open market and under general competition (at auction as it were) to the various publishing concerns which may possibly

**Books
as a
Property**

130	Authors and Publishers
<p>Keeping Books Together</p>	<p>be interested, the books will be scattered increasingly in proportion to the length of the series. An author must, therefore, weigh carefully in the business end of his head the respective advantages between the "auction system," which will occasionally give him a somewhat larger price for a single book than he would have secured under a continuous publishing arrangement, and the advantages above specified which result from keeping his books grouped together so that they can be managed as one literary property.</p> <p>If the author retains the copyright of his books, receiving a royalty on each copy sold during the continuance of the term of copyright, his returns are, of course, for the earlier as for the later books, directly proportioned to the extent of the total aggregate sales. His business interest, therefore, in having the earlier books kept effectively before the public and in securing for these the full advantage of the prestige and the advertising of his later productions, is easily understood. Even, however, in the case of books the copyright of which has been sold outright, the author has not only a literary but a business interest in having them kept effectively presented to the public, and in having them obtain continued annual sales. When he has occasion, in offering for sale a later production, to test in the literary market the commercial value of his</p>

name, he will find that such value is very materially affected by the status in the market of his earlier books. If these are still in active sale and, in the form of a uniform set, have come to be known as "works," and are understood by the booksellers to possess what may be called "vitality," it is probable that a circle of readers is ready to be interested in the new volume. For this new volume the publisher will, therefore, be encouraged to suggest a higher purchase price than would be warranted for a production of equal literary ability the author of which was not at that time known to the book-trade and to the reading public in connection with a set of earlier books in continued demand.

The counsel of the literary agent is naturally and almost of necessity in favor of securing a different purchaser—that is to say, a different publisher, for each successive work. If an author's relations with his original publisher continue satisfactory, so that the successive books are issued under the same general arrangement as to terms which have been found equitable for the preceding books, or with such modifications of these terms as may be warranted on the ground of the increase in the author's circle of readers, and therefore, in the commercial value of his writings, the agent is not in a position to earn from the works of this particular author any commis-

**Interest
of the
Author
in
Continued
Sales**

**Interest
of the
Agent**

sions. His business must of necessity depend, as far at least as books are concerned (that is to say, exclusive of his trade in serials), in "pulling his clients up by the roots." For his interest it is important that the author should be kept in a state of reiterated dissatisfaction. An author who has selected as his business agent a publisher whose methods he finds satisfactory, and with whom his relations through increasing years prove increasingly remunerative, does not form the material out of which the clients of the literary agent are made. The larger the number of the publishers among whom the works of one author can be distributed, the greater the aggregate of the commissions coming to the literary agent through the sale of these works.

The agency system has not yet taken any very considerable part in the publishing relations in the United States. American authors have, for the most part, found it to their advantage to select their own publishers, and after once establishing with a publisher satisfactory relations, they have also realized the advantage of preserving those relations. It is my impression that the same may be said of German authors, while I understand that in Paris the literary agent has, during the past few years, developed in importance. It is, however, in England that the literary agent

has succeeded in convincing the largest group of authors of the value of his services, and with the aid of the valuable influence of the Society of Authors, and of its journal, *The Author*, the agent has, during the past few years, secured an increasing proportion of the business of British writers, principally that of the writers of fiction.

It is, as already pointed out, in the department of fiction that his service is likely to prove most convenient and most valuable, and it is in fact the case, in connection not only with the employment of the literary agent but with many other details of publishing arrangements, that the writers of fiction are rather in the habit of referring to arrangements for novels as the basis for publishing precedents. It is quite common to find in the discussions carried on in *The Author*, and in other periodicals giving consideration to the business questions of literature, references to fiction as being so important a division of literature that it can fairly be accepted as representing literature as a whole. It can be said in support of this view that the large circulation that can be secured for popular fiction gives to this division of literature a commercial importance greater than that possessed by any other class of literary productions ; while it is also true that by far the larger proportion of issues and questions that have arisen in

134	Authors and Publishers
Fiction as Property	<p>connection with publishing relations and publishing conditions have come up in connection with works of fiction.</p> <p>It is, however, sometimes overlooked by writers of fiction who are attempting to frame publishing systems and publishing regulations that will eliminate all the iniquities and injustices under which authors have heretofore suffered, that in not a few respects the conditions and the requirements for publication of fiction differ very radically from those obtaining with other classes of literature. I consider it worth while to point out that it would not always be safe for the writer of history, or poetry, or text-books, or of works of science to accept as certainly safe guides for the management of his own publishing relations the principles which have been laid down and the contentions which have been raised (chiefly by writers of fiction) for the guidance of producers of "literature."</p> <p>The work of the literary agent is more likely to begin in connection not with the first but with the second book of a young author. Reference has already been made to the necessarily speculative character of the task undertaken by the publisher when he brings before the public as an investment of his own a first book by an author whose name is not already familiar to the readers and the buyers of</p>

books. Such a statement can, of course, at once be met with the citation of a number of first books which secured a very large measure of popular favor, such as *Jane Eyre*, the *Wide Wide World*, and many others ; but such noteworthy exceptions constitute but a trifling proportion of the class. I use the term first books here, not necessarily to designate the volumes that were first written, but those which first came into the hands of the publishers, and through them were brought before the public. It is not always borne in mind, and it is, in fact, very difficult to keep in mind, how large is the proportion of first books which appeared to possess more or less promise and to be characterized by literary quality, and which the public, nevertheless, refused to buy in remunerative quantities. When it is further remembered that the books accepted and printed form but a very small proportion (it has been estimated as less than one tenth) of those that are offered for print, it will be realized that the task of the publisher in sifting his first books is by no means an easy one; while the statistics of publishing will show that the percentage of these volumes which secure a remunerative sale for themselves, and which prove to be really forerunners of an assured and continuous reputation for their writers, is very small indeed.

We will assume, however, for the purpose

Literary
Agents
and
Young
Authors

**First
Books**

of our illustration, that some one of such volumes, one out of ten or of twenty, has won for itself a favorable reception from the critics and from the reading public, a reception which gives promise of larger circles of readers for the later and more mature work of the author. It is at this point, when the author is first beginning to enjoy the very enviable satisfaction of favorable reviews and of encouraging personal mention, that he is likely to receive suggestions from the literary agent who will be "interested in taking charge, on the author's behalf, of the business arrangements for his future works." It is quite probable that the publishing arrangement for the first volume has not been for the author a very remunerative one. As before explained, under the conditions and the risks inevitable in connection with the publication of first books, the publisher would not, as a rule, be warranted in making with the author an arrangement that would be called "liberal." If, on the other hand, the second book tends to confirm the publisher's impression that this particular author has "come to stay," and that his work is likely to possess increasing value, the publisher can very well afford to make for the second book more remunerative terms; and the author is, on his part, with the favorable reviews and with the statistics of sales of the first book to refer to,

fully warranted in demanding a more favorable arrangement.

It is, however, frequently not difficult at this state for the literary broker to convince the author that his first publisher has not done him justice, and that if the second and succeeding volumes are placed in the hands of an enterprising agent, he will be able to secure for the author more satisfactory returns than could be expected from the original publisher. It occasionally happens, on the strength of such suggestions, that the manuscript placed in the hands of the agent is first taken to all the other publishers who may possibly be interested, and is then brought back to the original publisher with the word that he can have the opportunity of getting control of it if he will make an offer better than any other that the agent can quote to him. It also occasionally happens that publishers beginning business and having some money to spend, are so far interested in getting novelties for their lists and in coming into relations with authors that are being talked about, that they are willing to pay for books higher prices or higher royalties than can safely be afforded under the conditions of the market or than are likely to be offset by the sales. They also have the advantage in outbidding publisher number one, that an important part of the preliminary work of the advertising and of

**Later
Literary
Ventures**

**Changes
in Pub-
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Arrangements**

emphasizing the importance of the author's work has already been done. Under this class of competition, the original publisher may very easily decide that he is unwilling to enter into such a contest at all, or that it is not good business for him to take the risk of any such speculative bargains as have tempted his younger rivals. The second book is therefore published by a second publisher. If, as will probably be the case, it is a better literary production than the first, it should secure a better reception from the public and a larger sale. The literary agent is then in a position to point out to the author the value of his suggestions and of his services in rescuing him from the hands of his original "unenterprising" publisher and in securing for him the imprint of a more satisfactory House. A year later, when a third book is in readiness, the suggestion of a change may again be made, and if the restless author can be persuaded that further experimenting may be desirable, a third publishing relation is entered into and the agent has another commission to his credit. For the agent the business is satisfactory. For the author there may also be an apparent gain, as it is, of course, possible that he may have been rescued from the hands of an untrustworthy or incapable publisher, or that each transfer may have brought him into the hands of a publishing House that is better fitted to take

charge of his particular class of productions, and from which he does in fact secure better returns. It is equally possible, however, that his permanent interests would have been better cared for by the original publisher, who had first been ready to show confidence in his capacity and to back such confidence with his money ; and that in beginning the practice of scattering his literary work, he is throwing away the opportunity of building up with a set of his works, a literary property of continued and increasing value.

It will be evident from the above summary that an author who has decided to confide to an agent the management of his literary business, will need to exercise a full measure of care and caution in the selection of his representative. An untrustworthy broker, may, under the incentive of possible commissions, cause no little injury to the final interests of the literary producer.

Misinformation, or misleading information concerning the actual status of the market, the real value of the service rendered by publisher A, the prospects of more profitable arrangements with B, C, and D, may not infrequently induce an author to bring to a close a publishing connection which it would have been much wiser for him to have retained. As before pointed out, the higher rate of royalty, or even the larger advance payment, does not

**Books
Issued
in Sets**

140	Authors and Publishers
The Responsibilities of the Agent	<p>always mean the largest total return. The figures submitted by a literary agent to an author concerning the actual cost of publishing a book, figures upon which may be based the charge that publisher A is securing an undue share of the profits, need also to be subjected to at least as careful an analysis as should be given to similar figures submitted by the publisher himself.</p> <p>A literary agent who has brought together as his clients a group of the popular authors of the day, who have been willing to confide their books to his management, might well be tempted to utilize some of the valuable literary material at his command as the foundations for a publishing business of his own. I do not, however, find record in England, where during the past decade the literary agency business has developed most largely, of any recent transformations of agents into publishers, and there is, I think, ground for the inference that there is a more satisfactory and more assured profit to be secured from authors' commissions than from the more speculative gains, tempered (<i>pace</i>, Sir Walter) by the very decided risks, of the publishing business.</p> <p>A retired publisher, who has had a full range of experience in the business of planning, printing, and of selling (or of trying to sell) books, should possess some very desirable qualifications and experience that should make</p>

him a trustworthy agent and counsellor for literary producers, but he would of course be open to the objection of being, almost of necessity, a pessimist. He would, therefore, with a keener sense of the limitations of publishing and of bookselling, find difficulties in the way of talking to his authors with sufficiently hopeful prophecies, while he would also be hampered in "laying down the law" to publishers as to the precise number of copies of a book that could be sold "if properly handled," and as to the proper proportion of the possible profit that must be paid in advance.

I have thus far referred only to the business considerations that are connected with the purchase and the sale of literary productions. It seems to me further, however, that an almost inevitable result of the work of the literary agent must be to destroy, not necessarily, the friendship between authors and publishers as individuals, but the personal relations which come into being between authors and publishers who have for a number of years had business associations together, and who through these associations have learned to trust and to honor each other. The history of literature gives not a few instances of such relations, which have been honorable alike to authors and to their business managers. Among the earlier publishers who gathered about themselves

The
Require-
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**Personal
Relations
of
Authors
and Pub-
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literary workers who became also close business friends, were men like Aldus, whose records and whose correspondence show how close were the friendly relations between himself and writers like Musurus, or Reuchlin. Later, we have the case of Froben of Basel, whose most noted author, Erasmus (himself credited with a full measure of both exactingness and avarice), writes of his publisher in the most enthusiastic terms, and says that the only ground of difference he had ever had with Froben was due to his unwillingness to accept from his publisher larger payments than he believed had been fairly earned by his books. Estienne of Paris, Koberger of Nuremberg, Plantin of Antwerp, Louis Elzevir of Leyden, are a few of the long list of publishers whose lives give interesting record of long-continued relations with valued circles of authors, authors who were fully ready to confide to their publishing friends the business interests connected with their literary work. A similar list could be prolonged through later generations of publishers and authors down to the present day, a list which would include such names as Perthes of Hamburg, with his great group of authors who were life-long friends ; John Murray (the second) the centre of the famous literary circle which included such writers as Byron, Southey, and Coleridge ; the Macmillans with

Hare, Kingsley, and others ; George P. Putnam in his relations with men like Washington Irving, Fenimore Cooper, and Bayard Taylor; the Longmans, with Macaulay; James T. Fields, author and publisher, with his group of clients, all of whom were personal friends, a group which included Emerson, Lowell, Holmes, Whittier, and Hawthorne. In fact, the list of publishers of this class might be indefinitely prolonged.

The following extract from the life of Oliver Wendell Holmes, by John T. Morse, gives an indication of the views held both by the genial Autocrat and by his biographer on the matter of publishing relations :

“ . . . So, in this matter of publishing his books, he had the good sense to avoid that jealous and quarrelling habit of authors, which leads them so often to the flattering fancy that their publishers are growing rich on the product of their brains, while they themselves are put off with a scanty paring of their just rewards. It was sound worldly, or practical, wisdom which made him believe, and consistently act on the belief, that in the long run he could do better by keeping the interests of the publishers and himself permanently united, than he could do by squabbling about payments or copyrights, by seeking competitive bids, and splitting up his allegiance, so that no one firm should have

The
Earlier
Pub-
lishers

144	Authors and Publishers
<p>The Position of Holmes</p>	<p>that sense of loyalty, good-feeling, and a common interest, which means more in business than is sometimes supposed.”¹</p> <p>There would certainly have been an incongruity in having the <i>Autocrat of the Breakfast Table</i>, brought before the public with one imprint, and his “twin-cousin,” the <i>Professor</i>, sponsored by another.</p> <p>It is, of course, true, as before said, that even when the system prevails under which every new book, while still in manuscript, is put up at auction for the bids of competing publishers, or is carried about by the literary worker from publishing office to publishing office, so that the author will perhaps in the end have as many publishers as he has books, personal friendships between authors and publishers may still be possible ; but these personal friendships can, under such conditions, hardly arise as the result of their business relations. The formation of a literary circle which shall be connected with some specific publishing office as its centre, the bringing together into one group, possessing a certain distinctive character of its own, of noteworthy writers whose works will express some definite publishing policy, and who will themselves find pleasure and advantage in their association with their pub-</p> <hr/> <p>¹ <i>Memoirs of Holmes</i>, i., 223.</p>

lisher and with each other, must, if not rendered entirely impracticable, necessarily be not a little interfered with and lessened. The loss to the publisher and the interference with a continuity of publishing policy is very evident.

There must also be, in my judgment, no little corresponding loss to the authors themselves in failing to keep in touch with a business counsellor who has an increasing knowledge of the author's capacities and possibilities on the one hand, and of the author's public on the other, and who has an interest both as trustee for the author and on the ground of his own business investments, in guiding the author's work in such manner that it shall, throughout the entire term of his working years, be made increasingly effective. The history of literary production is full of examples of service of this kind, such for instance as George P. Putnam was able to render to Irving and as was given by Murray to so many of the writers about him. The memoirs of men like Perthes, Murray, and Constable, and others, give examples also of service of another kind which authors have occasionally found important. When a publisher has in his charge the entire business interests of an author, and is in a position, from the results of previous years to arrive at some trustworthy calculation as to the value

Scott and
Constable

as property of the author's productions, he is in a position from time to time, if necessity may arise, to discount for the author the value of profits not yet earned. Authors have frequently enough been helped over "tight places" by publishers who are under no contract obligations to make advances, but who, nevertheless, might (entirely apart from a friendly feeling or personal sympathy) feel warranted, simply on business grounds, in placing funds at the disposal of an author who could be called their author, whose present books were in their control, and whose future writings they could expect also to receive.

It is true also that in a number of such instances the friendliness or optimism of the publisher has not been justified and the advances have not been repaid. There are various references in the life of John Murray (the second) to payments of advances which were never offset by the literary work from the results of which they were to have been repaid. The indebtedness of Scott to the publisher Constable, for the amount of £10,000, an amount which would, as it was calculated, have been sufficient to save Constable from bankruptcy, is one of the famous instances in English publishing history. The majority of such instances, however, naturally remain uncommemorated. I do not know

that this phase of publishing relations is in any case a very desirable one to perpetuate, but it is in order to recall that in past years, authors have attached some importance to it, and have found a convenience in it ; and I point out further that the possibility of such accommodation must of necessity pass away, or be very materially diminished when the continued relations between a publisher and his author becomes a thing of the past.

There is, of course, a further consideration on the other side of the question. Personal relations are pleasant, and are sometimes productive of very distinctive advantages, both personal and business, to both parties. There may, however, at times be a decided disadvantage in confusing or in mixing up with such relations business conditions and business obligations. If, on the ground of friendly intimacy, there comes to be a slackness or lack of precision in business engagements ; if, because author and publisher are personal friends, important business undertakings are entered upon without specific contracts ; if the publisher, on the one hand, makes indefinite advances without knowing what really may be due to his client, while, on the other, the author secures indefinite advances without knowing whether he has earned the money or not ; if, in any of the great variety

**Precision
in
Business
Relations**

**Friend-
ship and
Business**

of ways in which business rights can become business wrongs, there has been a failure to carry on the undertaking on strictly business conditions, the result of friendly relations may be a misfortune instead of a gain. On this point I am in full accord with Sir Walter Besant. An author ought not to be put in the position of being grateful for the payment of moneys which are actually his own property. The term "liberal" does not properly find place in the description of an equitable publishing arrangement, or of the business methods under which such an arrangement is carried out. The author is a producer who is planning to place his productions in the market, and who needs for the purpose a business agent or representative who understands the conditions of the market, who possesses the requisite capital for putting the production into marketable shape, and who possesses further the publishing machinery for reaching, not one local market only, but all the circles of readers who may possibly be interested. In addition to this purely business service, in which the publisher takes the work of a capitalist, a patent manufacturer, and of a general distributing agent, the publisher renders also to his client a professional service like that of a legal adviser. His counsel is often important for the author in the shaping of the author's work and in the

directing of his capacities. This counsel may, in fact, sometimes take the more important responsibility of initiating and of planning from the outset the literary undertaking which the author has to execute. In all these relations, however, the two parties have direct business responsibilities and, whether friends or strangers, they should deal with each other in accordance with the strictest business principles and with the fullest observance of business detail in connection with such matters as contracts, payments, delivery of wares, etc.

Here also, however, the obligation is two-fold. A publisher can very properly be compelled by the courts to fulfil the conditions of a contract under which he has agreed to make certain payments or to do certain other things. The author is in a position, if these obligations are not carried out, not only to utilize the courts, but to bring to bear upon the delinquent, through authors' societies, literary journals, and in other ways, the full opprobrium of public opinion. The task of the publisher, in securing from a procrastinating, or slovenly, or dishonest author the fulfilment of the author's obligations under the agreement, is a much more difficult one. This matter has been considered in another chapter.

I do not admit, however, that intimate personal relations or ties of friendship need be

**Friend-
ship and
Business**

**The
Ideal
Arrangement**

permitted to interfere in any way with precise business methods. There is no possible reason why two friends having business together, should not carry on such business under as precise contracts as would be expected between men who had previous to their business intercourse been strangers to each other; while there is every reason why men who through their business relations have become friends, should be particularly careful in fulfilling conscientiously all obligations entered into with each other. It is also to be borne in mind that the risk of death must be provided for, and on this ground if on no other, a business arrangement ought not to be left in the form of an understanding, but should be fully expressed in a contract.

The ideal publishing arrangement for both author and publisher seems to me to be that on which the author selects, with due caution and under good counsel, a publisher who is in a position to take charge of his books effectively, in whom he is prepared to place confidence and who, as the association continues, comes to feel an increasing personal interest in both the books and the author, and who places at the disposal of the author a full measure of skilled professional co-operation and of friendly personal service. With such publisher the author makes contracts, clear and specific in their provisions, which contracts

will be repeated for each later book with such modifications as the increasing value of the author's productions as a literary property may render equitable. Such increase in value (based upon the larger circles of readers that are being reached with the successive books) while chiefly, of course, due to the development of the literary power and quality of the author, must in part also be credited to the skill and care contributed by the publisher to the management of the growing literary property. With such satisfactory results for his labors, the author is well satisfied to leave all his books (or at least all his books of the same general class) in the hands of one publisher, and will have the pleasure of seeing the series of his productions finally described and catalogued as "works."

From such an association the author will not easily allow himself to be diverted by the plausible suggestions of the literary agent concerning "larger rates of royalty" or "larger advances" which can be secured from other Houses. He will understand that the convenience of a larger cash advance may be dearly paid for if it is to be the cause of breaking up the publication of his books, in uniform sets, as "works"; and he will have learned that the offer by some new concern of higher royalties may not necessarily mean larger final returns, as the new publisher,

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of
Tenure

**The
Fair-
Minded
Author**

without the direct knowledge of the special public to be reached and with possibly smaller trade facilities and connections, may very easily fail to secure for the new book as large or as continued sales as could have been depended upon if it had been issued in connection with the preceding volumes of the author's works.

The intelligent and fair-minded author, who, after an association extending over years, has learned to place confidence in his publisher, will not hastily decide that because some particular season shows a decrease in the demand for his books as a whole, or because the latest volume finds fewer readers than those which preceded it, there must certainly be inefficiency or unsatisfactory management on the part of the publisher. A number of causes may have contributed to bring about the disappointing results. The year may have brought with it some special disasters or difficulties affecting the general business conditions of the country, in which case the business of selling books, always easily impaired by adverse influences, will necessarily have suffered ; there may have been some material change in the tastes or interests of the book-buying public, which is, especially in the United States, a fitful and fickle portion of the community whose demands are not easily to be predicated ; or the interest of the community in the special class of litera-

ture in question having continued, there may have been placed upon the market an over-supply of books prepared to meet the demand. The sponge becomes saturated and certain works, or portions of the editions of certain works, remain unsold ; or finally (a sad, but quite possible contingency), the literary quality of the author's work may have begun to deteriorate, so that the later volumes are not so good as the earlier ones. The author has exhausted his special vein, and has lost his hold on the public. This means disappointment for both author and publisher, but does not necessarily show that the publisher is a villain or that he has neglected his responsibilities.

As I have stated elsewhere, I assume that in every properly regulated publishing office, the author is afforded every facility for securing information concerning the actual history of his undertakings. The records of the editions printed and bound and the annual inventories of the stock on hand (in warehouses, agencies, and binderies) should, at all convenient times, be placed at his disposal, so that he may have before him the figures which serve as vouchers for the annual statements of sales. With these figures before him, showing what books have been manufactured and what sales have been secured, and with the knowledge that the publisher has a very direct interest in doing

Statistics
of
Editions

Statistics
of
Editions

all that may be practicable to secure remunerative sales, the author will patiently accept any discouraging results as inevitable and as due to causes that are beyond the control of both author and publisher.





Authors' Associations.

VARIOUS attempts have from time to time been made by groups or associations of authors to reach the public directly, and thus to save the expense of the producing and distributing agent or publisher, but no authors' publishing association has thus far secured for itself any very long or very successful existence. In 1758, Lessing took an active part in organizing a publishing association among certain of the authors of North Germany who had convinced themselves that the publishers of their time had been absorbing too large a proportion of the gains of literature. The society broke up after an experience of a few years, during which time the authors discovered, first, that they had materially underestimated the cost of bringing their books before the public, and second, that an inevitable item of their expense was the loss on the books that produced a deficiency instead of a profit, a deficiency which of necessity served to reduce the gains on the profitable publications.

Lessing's
Authors'
Associa-
tion

**The
Paris
Associa-
tion**

The element of publishing fallibility had to be paid for even although the publisher himself had been eliminated. This fallibility is likely in fact to prove a more serious item in the publishing operations of authors acting for themselves, than in the undertakings of publishers acting as agents for the authors.

The latest experiments in the direction of authors' associations have been made in Paris and in New York. The experience of these two associations is, however, not yet sufficiently extended to enable the authors who have taken part in them or other literary workers who are interested in the possibility of eliminating the publisher, to arrive at any trustworthy conclusions as to the business results.

The authors' association of Paris was instituted early in 1896 for the purpose of carrying on publishing operations, and thus of avoiding the necessity of sharing with the publishers proceeds secured from the sales of books.

The list of authors who have taken responsibilities in connection with this association, or who have at least permitted their names to be used in its list, includes not a few writers whose books have secured literary prestige and satisfactory business results. The association begins its operations with the advantage of the experience of previous similar attempts, and it is probable that it will not

fail to secure for its board of management the counsel and the co-operation of men of business experience. It seems likely, therefore, that it will achieve a larger measure of success than has heretofore been attained by similar associations.

It is probable that this association in Paris has served as a suggestion for the similar publishing association that was organized later in the same year by certain authors in New York. In this society also we find the names of writers who have united with literary undertakings some business experience, and there is no reason why, with conservative and "pessimistic" management, it should not prove in more ways than one of service to those who have taken part in its organization and to American authors generally.

Various suggestions have been made during the past few years for the organization of an authors' publishing association in London. So large a measure of attention has been given by the authors of Great Britain (both individually and through the Society of Authors) to the analysis and criticism of the publishing methods heretofore practised and still largely in force, and to the serious injustice brought upon the authors by these methods, that it would on more grounds than one be highly desirable for representative authors of England to come into direct relations with the

A
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**The
Society
of
Authors**

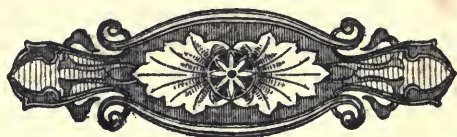
business of publishing. It should prove both interesting and directly serviceable to the business position of the producers of literature to have practical application made of certain of the theories concerning the cost of producing and of distributing books, which are from month to month presented to the literary public in a decidedly readable, though perhaps unduly aggressive, form in the pages of *The Author*, the organ of the Society of Authors. It will be particularly interesting to secure evidence through the direct experience of the authors themselves (whose testimony will not be questioned by their fellow-authors) on the vexed question of the extent of "risk" in publishing ventures and of the influence upon profits of the losses incurred through publishing fallibility.

While, to speak frankly, I think it probable that with the earlier undertakings of all authors' publishing associations there will be a full measure of disappointment, and while, as is always the case, there must be some expense incurred in securing a business foundation, it seems possible enough that with careful and pessimistic management, and with a gradual accumulation of business experience, the work of authors' publishing associations can be managed satisfactorily. There is certainly no reason why publishers on either side of the Atlantic should be antagonistic to the opera-

tions of such associations, while, even if publishers should find ground for objection, there is, of course, no reason why authors with a definite business purpose in view should give heed to such objections.

There will, in any case, be more than books enough left for the offices of the publishers, while there will also remain for the publishers that entire division of publishing undertakings which are planned, initiated, and carried on by the publishers themselves. The principal satisfaction, however, which the publisher may feel in connection with such business enterprises on the part of authors, is the certainty that through these undertakings the authors engaged will acquire for themselves an experience and knowledge in regard to the conditions of publishing, the actual expenses of publishing, and the risks of publishing, which they could gain in no other way. With the larger wisdom secured by this practical business experience, they will be able to place valuable information at the disposal of other authors who have not themselves taken direct part in publishing enterprises. They will also be able to arrive at fairer and more trustworthy conclusions concerning the actual conditions and limitations of the publishing business as a whole, and they will assuredly arrive at a more equitable judgment of publishers as a class.

**Publishers
not
Opponents**



Boards of Arbitration.

Arbitra-
tion in
Literary
Issues

A MOST valuable service could, in my judgment, be rendered by a representative body, like the British Association of Authors, or the *Société des Gens de Lettres* of Paris, if it would take steps in conjunction with an equally representative association of publishers, to institute some such Board of Arbitration or Court of Arbitration as has been suggested in a previous section. To the decision of such a court could safely be referred the larger part, if not all, of those questions concerning publishing relations or the business status of literary productions, which must, under present conditions, be fought out in courts of law. The expense of arbitration should be much smaller than that of a lawsuit, while it should also prove practicable to secure decisions with much less delay than seems to be inevitable in court trials, and which interferes seriously with effective justice. The most distinctive advantage to be looked for would, however, be in the personal knowledge and experience

which the authors and publishers acting as arbitrators would possess concerning the real nature of the matters at issue and the precedents and customs connected with such matters, a class of knowledge which cannot be looked for in the jury-room or on the bench of an ordinary court of justice. The author or publisher who had confidence in the justice of his case would certainly prefer to submit such case to the decision of his fellows, experts of experience, rather than to the lottery of an average jury.

Questions involving the interpretations of copyright law would probably still have to be referred to the law courts, as it would be necessary to preserve the continuity of copyright decisions, and as it is of course essential that the maintenance of copyright property should rest, not upon any privately constituted authority but upon the law of the land.

Arbitra-
tion in
Literary
Issues





Advertising.

Method
of
Advertis-
ing

THE question as to the most effective methods for making known to the public the fact that a book has been published and for keeping before the public the further fact of its continued existence, is one of the most perplexing problems in the publishing business and one, the difficulties of which are frequently not realized by authors. Advertising may be classified under direct and indirect. Under the former heading would be included the printing of the descriptive title of the book in the catalogues and in the special lists issued by the publisher, the purchase of advertising space in the journals or magazines, and the distribution among booksellers and bookbuyers of show-bills and descriptive circulars. Under the latter would come the distribution of copies for review, the consigning of specimen copies to booksellers for sale, and the work done by travelling salesmen in bringing the book to the attention of booksellers, and by canvassers in placing copies in the hands of possible buyers.

If a book is published at the expense of the author, the cost of all direct advertising except that of printing the title in the publisher's catalogues and quarterly lists, is charged to the author's account, and only such outlay is incurred as he may have authorized. If, on the other hand, the investment in the publication is borne by the publisher, the cost of the advertising has to be paid by him, and the decision as to the amount of expenditure which will be likely to prove remunerative must rest on his judgment.

The leading publishing Houses issue general classified catalogues of their publications, which are revised and reshaped about once in two years. It is further customary to print, usually in the spring and autumn of each year, separate lists of the publications of the season. The Houses with the larger lists of publications now make a practice of issuing also quarterly bulletins, in which are printed in addition to the priced lists of titles of the publications of the quarter, full descriptive analyses of these. From such quarterly lists the titles of those works which seem likely to remain in continued demand are afterwards transferred to the general catalogue.

These lists of the issues of the season or quarterly notes or bulletins, and from year to year the complete catalogues, are mailed to the principal libraries throughout the country, to the leading booksellers, and to lists of book-

Distribution of Catalogues

buyers as far as the publishers succeed in collecting the names of such. The quantities of catalogues and bulletins required for distribution through these channels are quite considerable. According to the records available, there are in the United States some three thousand public libraries and about seven thousand booksellers, and from seven hundred and fifty to nine hundred of the former, and from twelve hundred and fifty to fifteen hundred of the latter are usually considered to be sufficiently important to be placed on the regular mailing lists for spring and autumn announcements of new publications and for quarterly bulletins. In addition to this distribution, publishers receive daily applications from different parts of the country for book-lists, descriptive circulars and catalogues, and they have occasion to mail in this way, in the course of the season, some thousands of copies. A still further channel of distribution is through the booksellers, who obtain from the publisher supplies of from two hundred and fifty to several thousand copies of the book-lists of the season bearing their several local imprints. If the American publisher has an English branch House, it becomes necessary also to print for distribution in Great Britain and the Colonies special lots of the catalogues and bulletins in which the currency prices have been replaced by their sterling equivalents.

If a work is of a special character, belonging, for instance, to what are called technical publications, for which a detailed description is required in order to give an adequate impression of its purpose and its subject-matter, a separate descriptive circular can often be utilized to advantage for mailing to the particular circles of readers likely to be interested. Excepting, however, for some such special purpose, descriptive circulars are not, as a rule, found to be of sufficient service to offset the cost of their distribution, as it is difficult to secure attention for them from the general public.

For a work on pottery, for instance, it would be considered advisable to mail descriptive circulars to the managers of the potteries throughout the country, to the principal dealers in pottery wares, and to collectors, as far as the addresses of these could be secured; for a work on fortification or artillery, descriptive circulars would properly be sent to the army and navy instructors, to commanders, to post libraries, and to the larger general libraries which devote alcoves to such special subjects. It would, however, as a rule, be futile and wasteful to make any miscellaneous distribution of descriptive circulars of books of such special character among booksellers and bookbuyers as a whole. It is, further, usually considered advisable to delay incurring the expense of the printing and distribution of a

Advertis-
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Circulars

**Reviews
Required
for
Citation**

descriptive circular until reviews have been secured or letters received from readers who have been interested, from which reviews and letters, quotations or extracts can be made for use in the circulars. It is desirable, namely, in presenting a book to the attention of the public to be able to add to the publisher's statement of its purpose and its value, some expressions of opinion from authorities who have no business interest in its success. If this policy be adopted, the author must usually be prepared to accept a delay of a month or two after the publication of his book before it is desirable to incur the labor and expenditure of distributing descriptive circulars.

Show-bills or posters are placed by booksellers on the boards in front of their shops, and authors are accustomed to lay stress on seeing their books so advertised. The matter is, however, not of so much importance as it is often considered; and, in any case, the printing of the show-bill does not necessarily secure its being posted by any great number of booksellers. Every dealer receives a great many more show-bills than he has room for on his boards, and he selects for use those of the books in most active demand, rather than of the books most in need of such advertisement. The cost of show-bills is chargeable to the author, if he is the owner of the edition of his book.

During the past two years, there has been a noteworthy development in the artistic excellence and attractiveness of the posters, or, at least, in the striking effects that have been secured through the use of grotesque designs and lurid combinations of colors. The development of poster-designing as a branch of the fine arts took its start in Paris, and was, later, taken up as a convenient fad of the season by the "Piccadillians," and the "Bodley-Headers" of London, who have, in not a few of their mannerisms, been ready to follow the lead of the literary Boulevardiers. In so far as the increasing interest of authors in securing an artistic or striking advertisement of their books, and the increasing readiness of artists possessing originality of imagination and capacity for designing, to give attention to poster work, have served to make more artistic or more interesting the show-boards of the book-sellers or the hoardings of the streets, the fad may be credited with some satisfactory results. It is probable that its chief impetus is, however, by this date, almost spent, and that there will, for the coming years, be a diminution in the expenditure required for this detail of publishing machinery. This expenditure had, in fact, become quite a serious item in connection as well with the amount paid to the higher grade artists whose designs were utilized, as with the larger outlay required for

Posters
as an Art
and as
a Fad

Cost of
Advertis-
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the work of the lithographers and color printers for the production of complicated combinations.

The value of advertising space in the journals in which book-advertising is usually done varies from ten cents to fifty cents a line. The line of type on which such price is based is not that usually used in the advertisements, but represents the space that would be covered by a line of agate type, measuring fourteen lines to the inch. An advertisement of say fifty-six lines, or four inches, which would make a good display of the title and description of a book, and would enable effective citations to be made from reviews, would cost in the more important of the New York morning papers (which have literature departments) from \$15.50 to \$17.50. In the evening papers of the same class from \$7.50 to \$9.00. In the weekly critical or literary papers, such as the *Nation* or the *Critic*, from \$6.75 to \$7.25. Advertising space in the leading magazines, such as the *Century*, *Harper's*, and *Scribner's*, is comparatively expensive, costing from \$125 to \$200 per page.

In selecting the journals in which advertising space can be purchased with probable advantage, it is more important to use the money in periodicals reaching the intelligent circle of book-buyers than in those having a very extended circulation with the general

public. Ten or twelve thousand cultivated readers are of more advantage for the purpose of the author and his publisher than would be two or three hundred thousand of the classes of the community which very rarely spend money in books. The whole business, however, of possible returns to be secured from advertising expenditure remains, even after many years of carefully tabulated experience, very much a matter of guesswork.

It will be easily understood that, for books of a technical or otherwise special character, advertising space can be utilized to advantage in the journals which are devoted to the particular subject-matter with which the book is concerned. For a volume addressed to military or naval readers, having to do either with military history or with the sciences in which army men are interested, the *Army and Navy Journal* would naturally be selected for advertising. For theological works, space should be secured in such papers as the *Churchman*, the *Observer*, or *Evangelist*, according to the special school of theology represented by the book. For liberal theology, general ethics, and sociological subjects the *Christian Register* of Boston and the *Outlook* and *Independent* of New York are likely to prove of service. These papers are mentioned merely as representatives of a great class; it would not be practicable in a brief reference of

Selection
of
Journals

this kind to specify the names of all the noteworthy journals throughout the country whose advertising columns can be recommended as probably of value for its circles of readers. For literature, irrespective of dogmas of one kind or another, the *Nation* (weekly) of New York, the *Bookman* (monthly) of New York, the *Bookbuyer* (monthly) of New York, the *Critic* (weekly) of New York, the *Reviews of Reviews* (monthly) of New York, the *Literary World* (bi-weekly) of Boston, and the *Dial* (bi-weekly) of Chicago, are the most important. It is proper to say, however, that the religious weeklies such as those before mentioned and many others, give considerable space in the course of the year to reviews of general literature, and their descriptions and favorable mention of books of assured value ought to prove of service in bringing these books to the attention of thoughtful readers throughout the country. It is, in fact, a constant cause of surprise to both authors and publishers that larger and more direct results in the matter of sales are not brought about by distinctive and favorable reviews in the journals which have in the aggregate a very considerable circulation among intelligent people.

With a certain class of periodicals, daily, weekly, and monthly, a pretty close connection is maintained between the editorial or

literary department and the publishing or advertising control. If a book or a certain group of books has secured a fair measure of attention in the literary columns of such a periodical, the publisher is pretty sure to receive promptly thereafter a call from a representative of the advertising manager with the suggestion that a purchase of advertising space is now in order. While the admission would not, as a rule, be openly made that attention or favorable attention in the reviewing department could be influenced by the amount of expenditure allowed for the purchase of advertising space, it is quite possible with periodicals under a certain kind of management to trace a very direct relation between the two. If a publisher has attempted to economize in his outlays for advertising, his books are very likely to be "slated" or pigeon-holed so that the reviews or notices will be indefinitely delayed or will be overlooked altogether, or will, when printed, consist of a few perfunctory lines. The more important, however, the literary influence of the journal, the less probability is there that the managers of its review department will permit themselves to be influenced in the apportionment of their review space by any suggestions from their advertising managers. With this higher class of journals, a suggestion from a publisher that, on the ground of his liberal patronage of the advertising

Reviews
and
Advertisements

**Purpose
of
Reviews**

columns, he is entitled to a proportionate amount of favorable attention in the literary department, would be received with a pretty sharp expression of indignation and would probably have an effect directly contrary to that for which the publisher had hoped. The position taken by the managers of these higher-grade journals is that their reviews are prepared for the public, not for the sake of obliging their business patrons (whether publishers or any other class of dealers) or even of meeting the wishes of the authors.

The purpose of reviews written from the higher literary standard is to give to the readers of the journal an impartial and trustworthy impression concerning the purpose and the character of the literature of the day, and concerning the relative value, for special circles of readers or students or for the general public, of different books devoted to the same general subject-matter. In so far as the reviews fail to present trustworthy information of this kind, and the reviewing space is utilized either with reference to the possible business advantage of the paper or for the purpose of showing off the special erudition or special theories or vanities of the reviewer, or for the further purpose of maintaining for the journal a reputation for omniscience, infallibility, and perversity, just so far has the real obligation of the journal to its readers,

to the welfare of the public, and to what ought to be its own higher literary standard, been lost sight of. The journal has proved unfaithful to its trust, and it must in the end lose character, and, in lessening its influence and its value as a trustworthy guide, it must also impair its business position.

It is not usually found desirable to make any very considerable investment in advertising until the notices of the book-reviewers have begun to appear. Unless for the work of some writer well known through previous successful books, the repeated announcement of the title and the name of the author will not of themselves attract sufficient attention to induce sales. When such announcement can be followed by extracts from favorable reviews, quoted from journals possessing literary authority, advertisements are much more likely to be serviceable and to repay their cost. The actual extent of such service and proportion of such repayment it is, however, very difficult to estimate. If a work has any claim upon the interest of the public, continued descriptive advertising can nearly always be depended upon to produce an increase in the sales, but it is often enough the case that such increase is not sufficient to repay the cost of advertising. If an investment of \$50 in advertising brought an additional sale of fifty copies for a dollar book, there would be

Advertis-
ing
Outlays

a net loss on the transaction of from \$30 to \$35. That kind of "pushing" and "enterprise" publishers are, notwithstanding the criticisms of authors, naturally averse to, nor can they honestly recommend it to authors who pay their own publishing expenses.

It is, as a rule, pretty easy to tell, after a few experiments in advertising, whether a book possesses what may be called "elasticity," that is, responds readily and remuneratively to advertising and "pushing." If such an elasticity be there, and a public interest can be felt to have been awakened, a great deal can be accomplished by judiciously planned advertising to extend and keep active such interest. If, however, no such interest appears, and the first advertising outlay produces no returns, or but trifling returns, further outlays will, at that time at least, be money thrown away. It only remains to wait for some favorable reviews or for some turn in public opinion before attempting further effort, or before, perhaps, deciding that the venture has, at least from a commercial point of view, been a mistake. If a work fails to show such elasticity, if the reviews be slighting and inconsiderable, or even, if favorable, do not have the result of attracting public attention, no amount of advertising can, as a rule, help the matter. It is very seldom indeed that a book can be crammed down the throat of the public, like

Winslow's Soothing Syrup. When it has once fallen flat, it is, with rare exceptions, as impracticable for the publisher to put life into it by advertising, as it would be for him to lift himself over the fence by the straps of his boots.

In this connection, however, it is proper to remember that publishing management can sometimes put renewed life into material which has apparently fallen out of relations to the literature of its time, and the demand for which has ceased. In 1848, when the late George P. Putnam undertook the publication of such of the works of Washington Irving as had at that time been written, these had for three years been out of print, and no publishing House had had sufficient faith in their continued vitality to make propositions for their reissue. Irving himself began to believe that his day as a writer had gone by, and told his nephews that he thought his literary life was finished. Yet, during the next decade, his publisher paid him more money for copyrights than he had received during all the preceding years of his life; and, encouraged by this renewed popularity, Irving completed during those ten years some of his most important productions.

Of course, no amount of publishing management could have produced such a result if the works had not themselves possessed the

Value of
Reviews

essential qualities which constitute classics; but no one admitted more frankly than Irving himself, how large a part the skill and enterprise of his publisher had played in securing from a new generation of readers the recognition of his works as classics of permanent value, and how great had been his discouragement at the time the co-operation of this publisher was placed at his disposal.

We have referred to the importance of attention from the reviewers. There are instances of very considerable sales having been obtained by books which had received no mention, or but very slighting mention, in the literary columns of the leading journals. But these are the exceptions. As a rule, it is almost impossible for a new writer to obtain a hearing before the public, unless the reviewers will give some space to his books. While it is desirable, of course, that such notices should be favorable, it has not infrequently happened that sales have been facilitated by fiercely unfavorable reviews, if these have but given sufficient space to the material and have presented some adequate description of it. While reviews are important, and while without them success is very difficult, it is also easy to overestimate their direct influence on sales. It occasionally happens that a work which attracts very considerable and favorable attention from the reviewers, fails to find favor

with the general public; and the young author who has, after the appearance of some pleasant notice, hurried up to the publisher's office to inquire how soon a new edition will be required, is met by a discouraging report. Such a result is usually due to the fact that the reviewers, while writing for, and on behalf of, the reading public, do not themselves form a fair representation of the average opinion of such public. They will naturally emphasize that which has a personal interest for themselves, and this may very easily be material which, for one reason or another, happens to be out of the range of the interests of the public at large.

The suggestion sometimes comes to the publisher that the author can, through his personal acquaintance, influence favorable reviews in this or that quarter, but it is a suggestion to which, as the publisher's experience tells him, he can attach little weight, as he knows that the journals whose opinions are of any value conduct their literary columns without reference to personal influences, and in fact often arrange to secure their reviews from different specialists outside of their own office.

The number of copies of a new book which can to advantage be distributed for review, varies of course according to the character and costliness of the work, the number printed,

Personal
Influence
on
Reviewers

Distribution of Books

etc. Of a novel, from 150 to 300 copies are usually used in this way; of a work of standard literature, from 100 to 200; and of a work of special character, a much smaller number. If the book is also published in England, an allowance of from twenty-five to fifty copies should be made for the British journals, and possibly eight or ten for the few periodicals on the Continent which give attention to American literature.

There has been of late a very large increase throughout the country of journals in which competent and able reviews appear, an increase out of proportion to the growth of booksellers and of book-buyers, but however excellent its reviews may be, it does not usually pay a publisher to add a journal to his list, unless the town where it is published contains at least one active bookseller in whose packages the Press copies can be enclosed, and who can be depended upon to keep on his counter supplies or specimen copies at least, of the books reviewed.

When, after all preliminary difficulties have been overcome, his book is at last fairly published, the author not unnaturally expects that copies of it will at once appear on the counters of all the book-stores throughout the country. In this expectation he is likely to be more or less disappointed, and the complaint that "friends have inquired for a book in this

place or that, and have not found it," is one of the most frequent that comes to the office of the publisher. It is not always easy to make clear, at least in connection with a first book, why it is that publishing machinery does not and cannot provide for any such general distribution in advance of the public demand. The first edition of a first book does not usually consist of more than 1000 copies, and of these from 150 to 200 copies are required for the Press. But a general distribution of copies among the leading book-stores of the country (even if there were no other reasons rendering it impracticable) would require not 1000 but from 5000 to 10,000 copies, a larger edition than either the publisher or the author (if the venture be his) is usually willing to risk with a first enterprise.

If, however, some such number of copies were sent out, and one half of them (a large proportion) found buyers, the extra cost of manufacturing the copies not sold and the expense of the freight on these when returned, would considerably more than absorb the profits on the copies sold, so that with quite a large sale the net result of the transaction might be a material loss. It is, however, also the case that the better class of book-sellers object to receiving unsolicited consignments of untried books, and when such consignments come to hand, they are very

Books
on Sale

**Books
on Sale**

likely to put them to one side, or sometimes even promptly to express them back to the publisher at his cost. They reason that the space on their counters represents a considerable outlay for rent, and that they prefer to use their own judgment as to how such space shall be occupied, and to select for it such stock as may be most likely to prove remunerative ; and if they have in their shops a certain amount of stock that belongs to them, and other stock that they have the privilege of returning, it is naturally to their interest to give their special attention to the former, even to the extent of putting the latter to one side altogether.

In consideration of this class of objections on the part of the booksellers, and also of the fact that if a House is in the habit of making consignments of its books it finds much greater difficulty in securing any orders for them, the leading publishers have practically given up the custom of making consignments, although they occasionally find it advisable to concede to regular customers the privilege of returning for exchange unsold stock. The leading booksellers usually place with the publishers "standing orders" for specimen copies of new books as published, and from these specimen copies, in connection with such demand as may arise through the notices in the local journals of the Press-copies

sent with them, they make up their orders for such further supplies as they judge will be required. Instructions in the form of standing orders usually include specifications of certain classes of books which are *not* to be sent ; one dealer, for instance, wanting no religious works, another no fiction, a third no works on special scientific subjects, and nearly all ruling out from such advance orders all pamphlets and all poetry by new authors. The book does not, therefore, as the author often imagines, come into demand because it is in the book-stores, but it makes its way into the book-stores because it has come into demand.

An author frequently suggests that, if the publisher will only take pains to place his book on the railroad stands, it will certainly find sale. This also is, however, something that depends, in the first place, upon the book. The business of selling books on the railroads is in the hands of a few large companies ; that of the roads running out of New York, for instance, being controlled by three concerns. The space on the stands is limited and is considered valuable, and the salesmen who sell books through the trains earn good wages. The managers are therefore naturally unwilling that their space and the time of their men should be devoted to any books that are not what they call "sure things." They do

Books on
News-
Stands

**Books on
News-
Stands**

not want to try any experiments, but plan to give attention only to works that have already "made a sensation." When a book has made a mark, it is well to talk to the railroad men about it, but not before.

The principal sales of the railroad dealers are for books in paper covers, and copies of these, if not sold promptly, easily become, through exposure on the stands and the handling on the trains, shopworn and unsalable. A large part of the loss on the unsold and damaged books must, as a rule, be borne by the publishers, and it is important, therefore, for them that only such works be placed on the railroads as are reasonably sure of finding prompt and remunerative sale.

A very large proportion of the sale of paper-bound books must be effected through the railroads and news companies ; and as an edition of considerable size is required to place a book at all effectively in these special channels, it is not, as a rule, considered advisable to use paper covers for first editions of first books, or for any books which cannot be depended upon to secure a wide popular demand.

The author may be disposed, after going over this summary of the methods of bringing a book before the public, to conclude that, after all, his success will depend upon the character of his work, and that if his book

must, so to speak, sell itself, the publisher's co-operation in the undertaking amounts to nothing. Leaving, for the moment, out of the question the all-important cases in which the co-operation of the publisher includes the providing of the capital required for the undertaking, we will point out some other considerations which make such co-operation important,—considerations which any author who has attempted to place a book before the public with the aid only of a printer, or through an authors' association, will be ready to appreciate.

In the first place, the imprint of any reputable publishing House is of essential service in securing for a book early attention, which would otherwise come to it either not at all or very slowly. Publishing imprints differ of course in value, not merely in connection with the general reputation of the several firms, but also on the ground of their special association with different classes of literature,—scientific, denominational, sensational, etc.

Secondly, the association on a publisher's catalogue of the work of a new author with the writings of authors whose volumes are in steady demand, is of no little importance. We have before referred to the large number of copies of catalogues and booklists which are continually being distributed by publishers. The book-buyer who sends for a catalogue

Value of
Imprints

Value
of Con-
nections

containing the works of the well-known authors, A, B, and C, finds in it also the titles of books of the younger writers, X, Y, and Z, and thus has the opportunity presented to him of interesting himself also in these last.

A third and most indispensable service rendered by the publisher, is in supplying the machinery through which, if a book is called for, it can be supplied. As before explained, it is not in his power to create a demand or to force a book into sale, but he should be able to satisfy promptly any demand which may arise, and to see that any public interest that may have awakened be duly fostered and kept as active as possible. If a review in a paper in Peoria has attracted attention to a book, the reader who inquires for it at the local bookstore may or may not find a copy on the counter, but he ought in any case to be able to obtain information as to price, etc., and if the work is on the list of any regular publisher, the bookseller can fill orders for it at once. If, on the other hand, the book has been issued without imprint and is not on any of the book-lists of the month, the intending buyer is likely to leave the store unsatisfied, and may very easily be diverted from his intention; and it may be remarked that the buying of books is by no means so confirmed a habit with the public at large that any legitimate means to encourage it can safely be neglected.



General Considerations.

NO method of publishing arrangement can, of course, produce profits on books for which remunerative sales have not been secured, or avoid losses on books of which the public has not been willing to purchase enough copies to return the cost of the production and distribution. Under no publishing arrangement excepting that providing for the purchase, by the publisher, of the book with its copyright, can the author secure for an unsuccessful book any return, or at best any adequate return for his labor. This labor has, as far as commercial results are concerned, been thrown away and constitutes the author's portion of the losses on the undertaking. It must be borne in mind, however, that compensation for literary production can never be made proportionate to the amount of the labor, skilled or unskilled, that has been put into it, but depends entirely upon the amount that the community is willing to pay for the result of the work—that is, upon the estimate placed by

Profits
not Pro-
portioned
to Labor

**Sales
Required
to Return
Outlays**

the community upon the value to itself of the service rendered by the author. It is the contention of the author, in submitting his manuscript to the publisher, that his work possesses commercial value. If the result of the publication shows such value to be a minus quantity, there is no equity in asking the publisher to increase his own loss by making payments to the author, for, whatever hours of conscientious labor the author has put into his book, it is (from a commercial point of view) worth nothing, because the community does not want it, or does not want enough of it, and, as a matter of justice, the author ought himself to bear the loss of his time and labor caused by his own erroneous judgment. In case, however, the book has been produced at the instance not of the author but of the publisher, it is for the latter to bear the losses due to his bad judgment and to his wrong estimate either of the capacity of the author employed or of the requirements of the public.

If a book has been published at a selling price which would return the first cost of its production with a sale of a thousand copies, and if (as is unfortunately the case with not a few books for which larger sales had been expected) less than one thousand copies are called for, the publisher will fail to secure the amount invested by him in the undertaking.

To the deficiency on the manufacturing account must be added the outlay for advertising and the amount paid to the author for royalties, in case the book has been published under an arrangement providing for the payment of royalties on all copies sold. A book published, for instance, at \$1.50, and securing a sale of a thousand copies and no more, would, as a rule, return to the publisher the first manufacturing outlay, leaving as a deficiency the expense of the advertising. If on this one thousand copies the author has received a ten-per-cent. royalty, the publisher's deficiency will have been increased by the amount of \$150. He will have to accept this debit as an offset to the pleasure of having come into business relations with the author.

The contention has been submitted more than once by members of the different authors' societies that the publisher who understands his business ought not to take, and as a matter of fact does not take, any risk in his undertakings. These writers arrive at the conclusion, therefore, that in estimating the probable profits from usual undertakings the element of risk need not be taken into account. This conclusion is based upon the assumption that, after a little experience, the publisher can become an infallible judge of a "good book" (the term being here used in the trade sense to denote "a book that will sell"), as, for in-

Risks
in Pub-
lishing

**Returns
on
Capital**

stance, a dealer in provisions can train himself to be an infallible judge of good pork or of good eggs. I can only point out that no such infallible publisher has as yet been produced. The history of publishing is a record of erroneous judgments, and publishing fallibility is an unavoidable factor in the conduct of publishing undertakings. The authors whose books are successful complain of the injustice of lessening their returns in order to help to make provision for the losses of the unsuccessful books. It seems to me evident, however, that unless the author's share of the returns from literature be made to assume its portion of the losses incurred in placing literature before the public, the publishing machinery must assuredly within a certain period disappear altogether.

This statement can perhaps be put more clearly by the use of figures. We may assume that a publisher begins business with a capital of \$100,000. On the successful books of his first year's operations the profit amounts to \$10,000 ; on the unsuccessful ventures the deficiencies aggregate \$5000. The expenses of doing his business amount to \$5000. This will mean that as a result of his undertakings for the first year there were no returns in the shape of net profits. His living expenses would, therefore, for this year have to be taken out of some previous savings, or would

go to diminish his business capital. For the second year he makes a profit on the "good" books of \$20,000, loses on unsuccessful ventures \$3000, pays for the expenses of the business \$6000, and has, therefore, a balance to the good of \$11,000.

Assuming, however, for the purpose of this example, that the profits from the books are to be equally divided between the publisher and their several authors, he would have paid to the successful authors as a result of the first year's sales \$5000, in which case, at the close of the first year, the capital would have been reduced (irrespective of the publisher's personal expenses) by just such amount. For the sales of the second year the authors would, in like manner, be entitled to \$10,000, there would remain for the publisher's living expenses \$1000, and the capital would be reduced by just such amount as his expenditure exceeded \$1000. It is evident that, on such a basis, the entire publishing capital must be dissipated within a given term of years. It is, however, part of our assumption that the continued existence and operation of the publishing capital is an essential service to the author. But if such capital is to be preserved, and if further similar capital is to be attracted into publishing undertakings, thus giving to the authors the advantage of publishing competition for their productions, authors must be

Maintenance of
Publishing Capital

190	Authors and Publishers
Profits and Losses	<p>content to permit some portion at least of the net losses from the unsuccessful books to be deducted from the profits accruing from the sales of the successful books, before these profits can be considered as available for division between themselves and the publishers.</p> <p>I have utilized, for the purpose of this example, an arrangement on a profit-sharing basis. The conclusion is, however, equally well founded in the cases in which the author's share of the "profits" or net proceeds is paid in the shape of royalties, or of round sums in commutation of royalties. The amount of the losses or deficiencies on the unsuccessful books, averaged on the results of the business of preceding years, must be taken into account as a necessary part of the cost of conducting a publishing business, and as a necessary factor in bringing literary undertakings before the public. If the aggregate of these losses should be left to be deducted from publishing capital, such capital would, from year to year, be proportionately diminished and must finally disappear, and authors and their readers would alike suffer from the destruction of publishing machinery.</p> <p>The managers of the British "Society of Authors" have given a large measure of attention to investigations as to the cost of manufacturing books, and the results of these</p>

General Considerations

191

investigations have been printed from time to time in *The Author* and also in a manual which forms one of the official publications of the society.

The figures presented are of course entirely trustworthy in so far as they represent the results of painstaking inquiry on the part of men whose word cannot be questioned, and who have a very keen personal interest in the subject matter considered. The reports thus published have naturally been accepted as final authority by members of the society and by many outside of the society, and the figures in these reports have from time to time been made the text or the occasion for sharp criticism or animadversion upon the statements of publishers who have given to authors a more or less different impression of "the cost of publishing a book." It seems to me evident, however, that in not a few cases such comparisons have not been based upon trustworthy data, and have resulted in needless confusion and not infrequently in injustice.

As indicated in a previous chapter, it is absolutely essential in undertaking to compare two or more estimates of cost for the making of a book, that the different sets of figures shall certainly be based upon precisely the same amount of material and the same character and quality of workmanship. Authors who have read in the manual of the "Authors'

The Cost
of Pub-
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192	Authors and Publishers
The Cost of Printing Books	<p>Society" the cost of producing a 16mo or 12mo volume containing a certain number of pages, are likely to assume that the figures should be precisely the same for any other volume printed in the same size and containing the same number of pages. It is necessary, however, to remind them of various possible differences which will affect the comparison, such as the number of words contained in the page, the width of the printed text, the leading of the lines (upon which items depend the number of thousand <i>ems</i> charged for in the printing-office), the printing of the edition from type or from plates, the quality of the paper used, the quality of the material put into the cover, the character of the cover stamp (involving an initial expense for designing and for cutting, and a later current expenditure in the stamping of the covers), and a number of other similar details.</p> <p>Unless at the time the comparison is made the investigators have before them the actual volumes or actual material to be considered, there is opportunity for misapprehension and error of conclusion under a number of heads. Every publisher and every printer has had experience with clients who come to them with very pronounced conclusions, based upon very guess-work information, as to what ought to be the cost of certain editions of certain books.</p> <p>I do not mean to say that men who have</p>

had the special experience that has now been acquired by the managers of the "Authors' Society" in investigating certain classes of book manufacture, would be likely to be confused in regard to any matters in which they have acquired direct information. I do say, however, that authors who have not had this experience may easily be misled in accepting as a finality, and as a proper test for the manufacturing cost of all volumes of the same size, the figures presented by the society.

The more important consideration, however, is the fact that the outlay incurred in putting a volume into type and in printing, according to some given model, a first edition and subsequent editions, does not represent the cost of "publishing a book." This fact is also, I admit, referred to from time to time by the representatives of the society, but, although I have read *The Author* from the first number of its issue, I cannot recall that its writers have at any time given evidence of a comprehensive and accurate understanding of the actual cost of carrying on a publishing business. It seems to me a truism that this cost, whatever it may amount to for each year or for each term of years, represents the cost of publishing the books issued during that year or during the term of years considered ; and that to arrive at the cost of the publication of each one of the hundred books or of the thousand books produced

The Authors' Society

**The Cost
of Pub-
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during such term, the entire cost of carrying on the publishing machinery must be divided among them. This cost includes various items referred to in previous chapters apart from and in addition to the actual expense of producing, according to a proper standard of book manufacture, the editions of the books in question. The item of advertising is one to which reference is usually made in estimates presented in *The Author*. In these estimates, however, it is not usual to make allowance for continued or renewed advertising outlay and the references as I recall them appear to be limited to the actual space purchased in the advertising columns of literary journals. The very considerable expenditure which in the publishing office is also classed (and properly classed) under the heading of advertising, which is required for catalogues, for printing and mailing descriptive circulars, for distributing Press copies and (in the case of educational books) for instructors' copies, is usually overlooked. I have before said, however, that I am in accord with the author in the contention that in the publishing arrangement in which the author is to be debited with any portion of the advertising outlay this debit ought not to include any charge for space in periodicals which are published by, and are entirely owned by the publishers of the book, or at least that the charge for such space should be at a nominal rate.

General Considerations

195

The expense incurred in presenting books through travelling salesmen to the booksellers, librarians, and library committees throughout the country must be taken into account. For this item as for many others, the calculation is quite different in the United States from that which holds good in Great Britain. The territory to be gone over is very much greater, calling for a larger number of travellers and for longer and more expensive trips. While in Great Britain, the bookseller finds it to his advantage, as a rule, to go up to London, the great publishing centre, several times a year, the booksellers in the United States have given up any regular practice of making semi-annual or annual calls upon eastern publishers. They expect the representatives of these publishers to come to them, twice in the year or oftener and to bring for their inspection specimens of all the books for which their attention is desired. It is not only the case that the salaries of these travelling salesmen are very much larger for the United States than for Great Britain, but also that their travelling expenses apart from salaries are much heavier. It costs on an average not less than \$10.00 a day to keep a traveller going east of the Rocky Mountains, and in the territory west of the Rocky Mountains the expenses may easily mount up to \$15.00 a day. While, in Great Britain, a day's railroad journey will bring a

**Expenses
in Great
Britain
and in the
United
States**

**The Dis-
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Books**

traveller within reach of three or four towns where he may properly expect to find customers, in various districts of the Southern and Western States a traveller may spend an entire day in the journey to a single town, and if, when the traveller arrives, the bookseller happens to be absent or to be in a bad temper, it may be necessary to take the backward journey on the same line, thus spending twenty-four or thirty-six hours' time and "mileage" with absolutely no result.

An author not infrequently finds ground for question or complaint if he learns from friendly correspondence that his book is not to be found on the counters of booksellers in this or that town throughout the country. The author does not, however, fully realize the very considerable expenditure that is incurred by the publisher in bringing the book to the attention of as many booksellers as can be reached by his travellers, while it is also not always appreciated that the placing of the book upon the counter depends not upon the publisher but on the decision of the man who owns the counter.

A further item of publishing expenditure is incurred in the printing of volumes for which sale is not found. The manufacturing cost of the remainders of the editions carried in the warehouses of the publishers is of necessity as much a portion of the cost of publishing

the book as is the cost of producing the copies sold. It is as impossible for the manufacturing clerk to be infallible in deciding concerning the number of copies of any current publication, which are to be printed, bound, and kept in stock as it is for the publisher himself to be infallible in the selection of the works to be issued. The original edition may have been too large, or, in connection with some sudden cessation of the demand for the book and of the public interest in its author, the sale may have suddenly dropped off at a time when some later edition had just been delivered from the binders. Every publisher has in his warerooms stacks of volumes which represent some such sudden diminution or cessation of demand. During a certain period it has possibly not been practicable to print the books fast enough to fill orders, and the manufacturing department has been urgently pressed to hasten forward the production of their supplies. Suddenly the public taste changes, other books absorb the interests of readers, and not only do new orders fail to come in for new supplies, but the booksellers who have found themselves overstocked request that they be permitted to return copies which have been left on their hands, copies which have previously been accounted for to the author as sold. If, while the book was in demand, the publisher should, through any de-

**Books
Over-
printed**

"Remain-
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Editions

lay in printing further supplies, be unable to fill orders even for but a brief time, the author would undoubtedly find cause for complaint. But it is not practicable to keep the market supplied without incurring the risk of sometimes having over supplies left on hand, a risk which for a long series of books becomes a certainty.

If manufacturing fallibility, that is to say, the impossibility of estimating with precision the exact extent of the continued sale that can be depended upon, forms a necessary factor in the calculation, publishing fallibility, that is to say, the certainty that in any given number of books a certain proportion will produce a loss instead of a profit, constitutes a still more considerable factor.

It will be understood that the several items in the cost of publishing before referred to are considered here, not with reference to the debits or credits under the different forms of publishing arrangements, but simply as constituting factors that must be taken into account in any comprehensive and trustworthy estimate of the actual expense involved in producing books, in bringing books before the public, and in keeping them within reach of the public. If a hundred authors, men of capacity, writers having important material to bring before the community, for which material the community was willing to make

payment, should associate themselves together in a publishing association, they would have to take into account each one of the factors or elements in the cost of publishing which have been here specified. These factors would include publishing fallibility, that is, publishing risk, manufacturing fallibility, that is, the cost of over-supplies or "remainders," indirect advertising or "pushing," in addition to the actual cash outlay for advertising space, and a number of further items making up the expense account of publishing machinery and publishing management, items which, in an essay like the present, cannot well be specified in detail. If the members of such an authors' publishing association should fail at the outset of their undertaking to take into their calculations these various factors, they would certainly find themselves confronted with some very unsatisfactory figures later, when they came to make up their first year's balance-sheet.

In bringing to a close these few suggestions, which have been penned to facilitate, as far as practicable, the work of the author in obtaining information and in effecting his publishing arrangements, I have only to repeat, first, that they are addressed particularly to writers whose experience is still to come. Authors who have already seen their names on various title-pages, who have become hardened, so to

**Publishing
Fallibility**

These
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Writers

speak, to publishers and critics, may find in these pages some statements that do not entirely accord with their own experience. We can merely claim for our suggestions that they have been carefully considered and are as substantially accurate as any general statements can be, while admitting that, like all general statements, they are subject to not a few exceptions.

It is my opinion that, in one way or another, all literary work that deserves to live (in addition to a good deal that does not) succeeds in making its way into print, and in getting itself placed before the public. I do not believe that our American prairies conceal any Charlotte Brontës, to whom the opportunity for expression and fame has been denied, or that a careful search through American villages would develop any "mute, inglorious Miltons," rusting away their undeveloped lives. Opportunity for expression can, with a little patience and persistence, be secured by every writer who has anything to say to his fellow-men (and also, unfortunately, by a good many who have nothing) ; and every literary aspirant can safely indulge in the hope that if posterity has need of his impressions, the particular "sands of time" on which these have been placed will become stone to preserve them.

As has been indicated in the foregoing pages, I am further of opinion that such diffi-

General Considerations

201

culties as have arisen between authors and publishers (and I am glad to say that with the clients of American publishers difficulties have been but inconsiderable) have, in the main, been caused by a lack of understanding on the part of the authors of the actual conditions belonging to the work of publishing books and to the circulation of erroneous assumptions and misleading impressions concerning these conditions. It is, therefore, a ground for congratulation that, under the initiative of authors' societies and authors' guilds, a larger measure of attention than ever before is now being given by authors to a personal study of the details of the work of manufacturing books and of placing them before the public. I trust that to the information that is thus being brought together under the direction of these authors' societies may, in the near future, be added the results of the experience of authors' publishing associations, on both sides of the Atlantic, in the direct management of publishing undertakings. If, further, there may come into existence, by means of literary Courts of Arbitration, a body of decisions to be accepted by both authors and publishers as guides and precedents, covering all classes of questions and issues arising out of publishing relations, the opportunities for an untrustworthy publisher to take undue advantage of the confidence of

**Literary
Courts**

**The
Lessening
of
Unfounded
Criticism**

his clients should be reduced to a minimum, while there will be no excuse for the continuance of reckless and unfounded criticisms and accusations on the part of ignorant, ill-informed, or heedless authors.

If this manual may be fortunate enough to prove of service in helping to bring about these desirable results, the purpose of its publication will have been accomplished.





On Securing Copyright.

I.

THE LAW OF COPYRIGHT IN THE UNITED STATES.

Text of the Statutes in Force July 1, 1895.¹

SECTION 4948. All records and other things relating to copyrights and required by law to be preserved, shall be under the control of the Librarian of Congress, and kept and preserved in the Library of Congress; and the Librarian of Congress shall have the immediate care and supervision thereof, and, under the supervision of the Joint Committee of Congress on the Library, shall perform all acts and duties required by law touching copyrights.

SEC. 4949. The seal provided for the office of the Librarian of Congress shall be the seal thereof, and by it all records and papers issued from the office, and to be used in evidence, shall be authenticated.

SEC. 4950. The Librarian of Congress shall give a bond, with sureties, to the Treasurer of the United States, in the sum of five thousand dollars, with the condition that he will

¹ From the Revised Statutes of the United States, in force December 1, 1873, as amended by the Acts of June, 18, 1874, August 1, 1882, March 3, 1891, and March 2, 1895.

**The
Law of
Copyright**

render to the proper officers of the Treasury a true account of all moneys received by virtue of his office.

SEC. 4951. The Librarian of Congress shall make an annual report to Congress of the number and description of copyright publications for which entries have been made during the year.

SEC. 4952. The author, inventor, designer, or proprietor of any book, map, chart, dramatic or musical composition, engraving, cut, print, or photograph or negative thereof, or of a painting, drawing, chromo, statuary, and of models or designs intended to be perfected as works of the fine arts, and the executors, administrators, or assigns of any such person, shall, upon complying with the provisions of this chapter, have the sole liberty of printing, reprinting, publishing, completing, copying, executing, finishing, and vending the same; and, in the case of a dramatic composition, of publicly performing or representing it, or causing it to be performed or represented by others. And authors or their assigns shall have exclusive right to dramatize or translate any of their works for which copyright shall have been obtained under the laws of the United States.

SEC. 4953. Copyrights shall be granted for the term of twenty-eight years from the time of recording the title thereof, in the manner hereinafter directed.

SEC. 4954. The author, inventor, or designer, if he be still living, or his widow or children, if he be dead, shall have the same exclusive right continued for the further term of fourteen years, upon recording the title of the work or description of the article so secured a second time, and complying with all other regulations in regard to original copyrights, within six months before the expiration of the first term. And such person shall, within two months from the date of said renewal, cause a copy of the record thereof to be published in one or more newspapers, printed in the United States, for the space of four weeks.

SEC. 4955. Copyrights shall be assignable in law by any instrument of writing, and such assignment shall be re-

corded in the office of the Librarian of Congress within sixty days after its execution ; in default of which it shall be void as against any subsequent purchaser or mortgagee for a valuable consideration, without notice.

SEC. 4956. No person shall be entitled to a copyright unless he shall, on or before the day of publication, in this or any foreign country, deliver at the office of the Librarian of Congress, or deposit in the mail within the United States, addressed to the Librarian of Congress, at Washington, District of Columbia, a printed copy of the title of the book, map, chart, dramatic or musical composition, engraving, cut, print, photograph, or chromo, or a description of the painting, drawing, statue, statuary, or a model or design, for a work of the fine arts, for which he desires a copyright ; nor unless he shall also, not later than the day of the publication thereof, in this or any foreign country, deliver at the office of the Librarian of Congress, at Washington, District of Columbia, or deposit in the mail, within the United States, addressed to the Librarian of Congress, at Washington, District of Columbia, two copies of such copyright book, map, chart, dramatic or musical composition, engraving, chromo, cut, print, or photograph, or in case of a painting, drawing, statue, statuary, model, or design for a work of the fine arts, a photograph of the same : *Provided*, That in the case of a book, photograph, chromo, or lithograph, the two copies of the same required to be delivered or deposited as above, shall be printed from type set within the limits of the United States, or from plates made therefrom, or from negatives, or drawings on stone made within the limits of the United States, or from transfers made therefrom. During the existence of such copyright the importation into the United States of any book, chromo, lithograph, or photograph, so copyrighted, or any edition or editions thereof, or any plates of the same not made from type set, negatives, or drawings on stone made within the limits of the United States, shall be, and it is hereby prohibited, except in the cases specified in paragraphs 512 to 516, inclusive, in section

The
Law of
Copyright

2 of the act entitled,¹ an act to reduce the revenue and equalize the duties on imports and for other purposes, approved October 1, 1890 ; and except in the case of persons purchasing for use and not for sale, who import, subject to the duty thereon, not more than two copies of such book at any one time ; and, except in the case of newspapers and magazines, not containing in whole or in part matter copyrighted under the provisions of this act, unauthorized by the author, which are hereby exempted from prohibition of importation :

Provided, nevertheless, That in the case of books in foreign languages, of which only translations in English are copyrighted, the prohibition of importation shall apply only to the translation of the same, and the importation of the books in the original language shall be permitted.

SEC. 4957. The Librarian of Congress shall record the name of such copyright book, or other article, forthwith in a book to be kept for that purpose, in the words following : " Library of Congress, to wit : Be it remembered, that on the —— day of —— A. B., of —— hath deposited in this office the title of a book, (map, chart, or otherwise, as the case may be, or description of the article,) the title or description of which is in the following words, to wit : (here insert the title or description,) the right whereof he claims as author, (originator, or proprietor, as the case may be,) in conformity with the laws of the United States respecting copyrights. C. D., Library of Congress." And he shall give a copy of the title or description, under the seal of the Librarian of Congress, to the proprietor, whenever he shall require it.

SEC. 4958. The Librarian of Congress shall receive from

¹ NOTE.—These paragraphs of the Tariff act permit free importation of books, etc., more than twenty years old, books in foreign languages, publications imported by the Government, or for societies, colleges, etc., and libraries which have been in use one or more years, brought from abroad by persons or families and not for sale.

the persons to whom the services designated are rendered, the following fees : 1. For recording the title or description of any copyright book or other article, fifty cents. 2. For every copy under seal of such record actually given to the person claiming the copyright, or his assigns, fifty cents. 3. For recording and certifying any instrument of writing for the assignment of a copyright, one dollar. 4. For every copy of an assignment, one dollar. All fees so received shall be paid into the Treasury of the United States ; *Provided*, That the charge for recording the title or description of any article entered for copyright, the production of a person not a citizen or resident of the United States, shall be one dollar, to be paid as above into the Treasury of the United States, to defray the expenses of lists of copyrighted articles as hereinafter provided for.

And it is hereby made the duty of the Librarian of Congress to furnish to the Secretary of the Treasury copies of the entries of titles of all books and other articles wherein the copyright had been completed by the deposit of two copies of such book printed from type set within the limits of the United States, in accordance with the provisions of this act, and by the deposit of two copies of such other article made or produced in the United States ; and the Secretary of the Treasury is hereby directed to prepare and print, at intervals of not more than a week, catalogues of such title-entries for distribution to the collectors of customs of the United States and to the postmasters of all post offices receiving foreign mails, and such weekly lists, as they are issued, shall be furnished to all parties desiring them, at a sum not exceeding five dollars per annum ; and the Secretary and the Postmaster General are hereby empowered and required to make and enforce such rules and regulations as shall prevent the importation into the United States, except upon the conditions above specified, of all articles prohibited by this act.

SEC. 4959. The proprietor of every copyright book or other article shall deliver at the office of the Librarian of

**The
Law of
Copyright**

Congress, or deposit in the mail, addressed to the Librarian of Congress, at Washington, District of Columbia, a copy of every subsequent edition wherein any substantial changes shall be made: *Provided, however,* That the alterations, revisions, and additions made to books by foreign authors, heretofore published, of which new editions shall appear subsequently to the taking effect of this act, shall be held and deemed capable of being copyrighted as above provided for in this act, unless they form a part of the series in course of publication at the time this act shall take effect.

SEC. 4960. For every failure on the part of the proprietor of any copyright to deliver, or deposit in the mail, either of the published copies, or description, or photograph, required by sections 4956 and 4959, the proprietor of the copyright shall be liable to a penalty of twenty-five dollars, to be recovered by the Librarian of Congress, in the name of the United States, in an action in the nature of an action of debt, in any district court of the United States within the jurisdiction of which the delinquent may reside or be found.

SEC. 4961. The postmaster to whom such copyright book, title, or other article is delivered, shall, if requested, give a receipt therefor; and when so delivered he shall mail it to its destination.

SEC. 4962. No person shall maintain an action for the infringement of his copyright unless he shall give notice thereof by inserting in the several copies of every edition published, on the title-page, or the page immediately following, if it be a book; or if a map, chart, musical composition, print, cut, engraving, photograph, painting, drawing, chromo, statue, statuary, or model or design intended to be perfected and completed as a work of the fine arts, by inscribing upon some visible portion thereof, or on the substance on which the same shall be mounted, the following words, viz.: "Entered, according to act of Congress, in the year —, by A. B., in the office of the Librarian of Congress, at Washington"; or, at his option, the word "Copyright," together with the year the copyright was entered,

and the name of the party by whom it was taken out, thus :
 "Copyright, 18—, by A. B."

SEC. 4963. Every person who shall insert or impress such notice, or words of the same purport, in or upon any book, map, chart, dramatic or musical composition, print, cut, engraving, or photograph, or other article, for which he has not obtained a copyright, shall be liable to a penalty of one hundred dollars, recoverable one-half for the person who shall sue for such penalty, and one-half to the use of the United States.

SEC. 4964. Every person who, after the recording of the title of any book and the depositing of two copies of such book as provided by this act, shall, contrary to the provisions of this act, within the term limited, and without the consent of the proprietor of the copyright first obtained in writing, signed in the presence of two or more witnesses, print, publish, dramatize, translate, or import, or, knowing the same to be so printed, published, dramatized, translated, or imported, shall sell or expose for sale any copy of such book, shall forfeit every copy thereof to such proprietor, and shall also forfeit and pay such damages as may be recovered in a civil action by such proprietor in any court of competent jurisdiction.

SEC. 4965. If any person, after the recording of the title of any map, chart, dramatic or musical composition, print, cut, engraving, or photograph, or chromo, or of the description of any painting, drawing, statue, statuary, or model or design intended to be perfected and executed as a work of the fine arts as provided by this act, shall, within the term limited, contrary to the provisions of this act, and without the consent of the proprietor of the copyright first obtained in writing, signed in presence of two or more witnesses, engrave, etch, work, copy, print, publish, dramatize, translate, or import, either in whole or in part, or by varying the main design, with intent to evade the law, or knowing the same to be so printed, published, dramatized, translated, or imported, shall sell or expose to sale any copy of such map or

**The
Law of
Copyright**

other article, as aforesaid, he shall forfeit to the proprietor all the plates on which the same shall be copied, and every sheet thereof, either copied or printed, and shall further forfeit one dollar for every sheet of the same found in his possession, either printing, printed, copied, published, imported, or exposed for sale ; and in case of a painting, statue, or statuary, he shall forfeit ten dollars for every copy of the same in his possession, or by him sold or exposed for sale ; one-half thereof to the proprietor and the other half to the use of the United States. *Provided, however,* That in case of any such infringement of the copyright of a photograph made from any object not a work of the fine arts, the sum to be recovered in any action brought under the provisions of this section shall be not less than one hundred dollars, nor more than five thousand dollars, and, *Provided further,* That in case of any such infringement of the copyright of a painting, drawing, statue, engraving, etching, print, or model or design for a work of the fine arts or of a photograph of a work of the fine arts, the sum to be recovered in any action brought through the provisions of this section shall be not less than two hundred and fifty dollars, and not more than ten thousand dollars. One-half of all the foregoing penalties shall go to the proprietors of the copyright and the other half to the use of the United States.¹

SEC. 4966. Any person publicly performing or representing any dramatic composition for which a copyright has been obtained, without the consent of the proprietor thereof, or his heirs or assigns, shall be liable for damages therefor ; such damages in all cases to be assessed at such sum, not less than one hundred dollars for the first, and fifty dollars for every subsequent performance, as to the court shall appear to be just.

SEC. 4967. Every person who shall print or publish any manuscript whatever, without the consent of the author or

¹ This is the provision of the act of March, 1891, as amended by the Covert act of March, 1895.

On Securing Copyright

211

proprietor first obtained, shall be liable to the author or proprietor for all damages occasioned by such injury.

SEC. 4968. No action shall be maintained in any case of forfeiture or penalty under the copyright laws, unless the same is commenced within two years after the cause of action has arisen.

SEC. 4969. In all actions arising under the laws respecting copyrights the defendant may plead the general issue, and give the special matter in evidence.

SEC. 4970. The circuit courts, and district courts having the jurisdiction of circuit courts, shall have power, upon bill in equity, filed by any party aggrieved, to grant injunctions to prevent the violation of any right secured by the laws respecting copyrights, according to the course and principles of courts of equity, on such terms as the court may deem reasonable.

SEC. —. [Approved June 18, 1874, to take effect August 1, 1874.] In the construction of this act the words "engraving," "cut," and "print," shall be applied only to pictorial illustrations or works connected with the fine arts, and no prints or labels designed to be used for any other articles of manufacture shall be entered under the copyright law, but may be registered in the Patent Office. And the Commissioner of Patents is hereby charged with the supervision and control of the entry or registry of such prints or labels, in conformity with the regulations provided by law as to copyright of prints, except that there shall be paid for recording the title of any print or label, not a trade-mark, six dollars, which shall cover the expense of furnishing a copy of the record, under the seal of the Commissioner of Patents, to the party entering the same.

SEC. —. [Approved August 1, 1882.] That manufacturers of designs for molded decorative articles, tiles, plaques, or articles of pottery or metal, subject to copyright, may put the copyright mark prescribed by section 4962 of the Revised Statutes, and acts additional thereto, upon the back or bottom of such articles, or in such other place upon them as

The
Law of
Copyright

Securing
Copyrights

it has heretofore been usual for manufacturers of such articles to employ for the placing of manufacturers', merchants', and trade-marks thereon.

SEC. 11. [Approved March 3, 1891, to take effect July 1, 1891.] That for the purpose of this act each volume of a book in two or more volumes, when such volumes are published separately, and the first one shall not have been issued before this act shall take effect, and each number of a periodical shall be considered an independent publication, subject to the form of copyrighting as above.

SEC. 12. That this act shall go into effect on the first day of July, Anno Domini eighteen hundred and ninety-one.

SEC. 13. [Approved March 3, 1891, to take effect July 1, 1891.] That this act shall only apply to a citizen or subject of a foreign state or nation when such foreign state or nation permits to citizens of the United States of America the benefit of copyright on substantially the same basis as to its own citizens; or when such foreign state or nation is a party to an international agreement which provides for reciprocity in the granting of copyright, by the terms of which agreement the United States of America may at its pleasure become a party to such agreement. The existence of either of the conditions aforesaid shall be determined by the President of the United States, by proclamation made from time to time as the purposes of this act may require.

Directions for Securing Copyrights.

Under the Revised Acts of Congress, including the Provisions for Foreign Copyright, by Act of March 3, 1891.

1. A *printed* copy of the title of the book, map, chart, dramatic or musical composition, engraving, cut, print, photograph, or chromo, or a *description* of the painting, drawing, statue, statuary, or model or design for a work of the fine arts, for which copyright is desired, must be delivered to the Librarian of Congress or deposited in the mail, within

the United States, *prepaid*, addressed *Librarian of Congress, Washington, D. C.* This may be done on or before day of publication in this or any foreign country.

The *printed title* required may be a copy of the title-page of such publications as have title-pages. *In other cases the title must be printed expressly for copyright entry*, with the name of claimant of copyright. The style of type is immaterial, and the print of a typewriter will be accepted. But a separate title is required for each entry, and *each* title must be printed on paper as large as commercial note. The title of a *periodical* must include the date and number ; and each number of the periodical requires a separate entry of copyright.

Blank forms of application furnished to applicants.

2. The legal fee for *recording* each copyright claim is 50 cents, and for a *copy* of this record (or certificate of copyright under seal of the office) an additional fee of 50 cents is required, making \$1, if certificate is wanted, which will be mailed as soon as reached in the records.

No money is to be placed in any package of books, music, or other publications. A bank check, to order, avoids all risk.

For publications which are the productions of persons not citizens or residents of the United States, the fee for recording the title is \$1, and 50 cents additional for a copy of the record. Certificates covering more than one entry in one certificate are not issued.

Bank checks, money orders, and currency only taken for fees. No postage stamps received.

3. Not later than the day of publication in this country or abroad, two complete copies of the best edition of each book or other article must be delivered, or deposited in the mail within the United States, addressed *Librarian of Congress, Washington, D. C.*, to perfect the copyright.

The freight or postage must be prepaid, or the publications inclosed in parcels covered by printed penalty labels, furnished by the Librarian, in which case they will come

Securing
Copyrights

FREE by mail (*not express*), without limit of weight, according to rulings of the Post-Office Department. Books must be printed from type set in the United States, or from plates made therefrom ; photographs from negatives made in the United States ; chromos and lithographs from drawings on stone or transfers therefrom made in the United States.

Without the deposit of copies above required the copyright is void, and a penalty of \$25 is incurred. No copy is required to be deposited elsewhere.

The law requires one copy of each new edition, wherein any substantial changes are made, to be deposited with the Librarian of Congress.

4. No copyright is valid unless notice is given by inserting in every copy published, on the title-page or the page following, if it be a book ; or if a map, chart, musical composition, print, cut, engraving, photograph, painting, drawing, chromo, statue, statuary, or model or design intended to be perfected as a work of the fine arts, by inscribing upon some portion thereof, or on the substance on which the same is mounted, the following words, viz.: "*Entered according to act of Congress, in the year ———, by ———, in the office of the Librarian of Congress, at Washington,*" or, at the option of the person entering the copyright, the words: "*Copyright, 18—, by ———.*"

The law imposes a penalty of \$100 upon any person who has not obtained copyright who shall insert the notice, "*Entered according to act of Congress,*" or "*Copyright,*" or words of the same import, in or upon any book or other article.

5. The copyright law secures to authors and their assigns the exclusive right to translate or to dramatize any of their works ; no notice or record is required to enforce this right.

6. The original term of a copyright runs for twenty-eight years. *Within six months before* the end of that time, the author or designer, or his widow or children, may secure a

renewal for the further term of fourteen years, making forty-two years in all. Applications for renewal must be accompanied by a printed title and fee ; and by explicit statement of ownership, in the case of the author or of relationship, in the case of his heirs, and must state definitely the date and place of entry of the original copyright. Within two months from date of renewal the record thereof must be advertised in an American newspaper for four weeks.

7. The time of publication is not limited by any law or regulation, but the courts have held that it should take place "within a reasonable time." A copyright may be secured for a projected as well as for a completed work. But the law provides for no *caveat*, or notice of interference—only for actual entry of title.

8. Copyrights are assignable by any instrument of writing. Such assignment to be valid, is to be recorded in the office of the Librarian of Congress within sixty days from execution. The fee for this record and certificate is one dollar, and for a certified copy of any record of assignment one dollar.

9. A copy of the record (or duplicate certificate) of any copyright entry will be furnished, under seal of the office, at the rate of fifty cents each.

10. In the case of books published in more than one volume, or of periodicals published in numbers, or of engravings, photographs, or other articles published with variations, a copyright must be entered for each volume or part of a book, or number of a periodical, or variety, as to style, title, or inscription, of any other article. To *complete* the copyright on a book published serially in a periodical, two copies of each serial part as well as of the completed work (if published separately) should be deposited.

11. To secure copyright for a painting, statue, or model or design intended to be perfected as a work of the fine arts, a definite title and description must accompany the application for copyright, and a mounted photograph of the same, as large as "cabinet size," mailed to the Librarian of Con-

**Securing
Copyrights**

gress not later than the day of publication of the work or design.

The fine arts, for copyright purposes, include only painting and sculpture, and articles of merely ornamental and decorative art should be sent to the Patent Office, as subjects for design patents.

12. Copyrights can not be granted upon trade-marks, nor upon names of companies, libraries, or articles, nor upon an idea or device, nor upon prints or labels intended to be used for any article of manufacture. If protection for such names or labels is desired, application must be made to the Patent Office, where they are registered, if admitted, at a fee of \$6 for labels, and \$25 for trade-marks.

13. The provisions as to copyright entry in the United States by foreign authors, etc., by act of Congress approved March 3, 1891 (which took effect July 1, 1891), are the same as the foregoing, except as to productions of persons not citizens or residents, which must cover return postages, and are \$1 for entry, or \$1.50 for entry and certificate of entry (equivalent to 4s. 5d. or 6s. 7d.). All publications must be delivered to the Librarian at Washington free of charge. The free penalty labels can not be used outside of the United States.

The right of citizens or subjects of a foreign nation to copyright in the United States extends by Presidential proclamations to Great Britain, France, Germany, Italy, Spain, Portugal, Belgium, Denmark, and Switzerland; and Americans can secure copyright in those countries. For this, direct arrangements must be made abroad. The Librarian of Congress can not take charge of any foreign copyright business.¹

14. Every application for a copyright should state distinctly

¹ American authors, artists, and composers who desire to secure for their productions the protection of copyright in the States with which the United States has entered into copyright relations, must fulfil the requirements of the statutes of those States.—*Editor*.

the full name and residence of the claimant, whether book or other publication, and whether the right is claimed as author, designer, or proprietor. No affidavit or witness to the application is required.

OFFICE OF THE LIBRARIAN OF CONGRESS,
Washington, 1895.

Foreign States with which the United States is in Copyright Relations.

The provisions of the Act of 1891 having to do with International Copyright, are (January, 1897) in force with the following States :

Belgium,	}	By Proclamation of the President, July 4, 1891.
France,		
Great Britain,		
Switzerland,		

Germany, by Treaty, March 8, 1892.

Italy, by Proclamation, Oct. 31, 1892.

Denmark, by Proclamation, May 8, 1893.

Portugal, by Proclamation, July 20, 1895.

Spain, by Proclamation, July 15, 1895.

Mexico, by Proclamation, Feb. 27, 1896.

Chile, by Proclamation, May 25, 1896.

II.

ANALYSIS OF THE PROVISIONS OF THE COPYRIGHT LAW OF 1891.

The purport of the Chace-Breckinridge-Adams-Simonds-Platt Copyright Act may be briefly summarized as follows :

**Analysis
of the Law
of 1891**

Analysis
of the Law
of 1891

A.—Works of Literature.

1. Copyright is granted to authors, whether resident or non-resident, for a term of twenty-eight years. A further term of fourteen years (making forty-two years in all) is granted to the author if at the expiration of the first term he is still living, or to his widow or children if he be dead. Unless the author survive the first term or leave widow or children, the copyright is limited to twenty-eight years.

2. It is made a condition of such copyright for all authors, whether resident or non-resident, that all the editions of the works so copyrighted must be entirely manufactured within the United States ; the term including the setting of the type, as well as the printing and binding of the books.

This provision was instituted in the new act at the instance of the Typographical Unions, and was insisted upon by them as essential. The Unions were under the apprehension that if international copyright should be established without such condition of American manufacture, a large portion of the book manufacturing now done in this country would be transferred across the Atlantic, to the injury of American type-setters and printers, and of the other trades employed in the making of books.

3. For a non-resident author, the further condition is attached to his American copyright that the country of which he is a citizen

shall concede to American authors copyright privileges substantially equal to those conceded by such foreign state to its own authors.

4. It is also made a condition (applying to both resident and non-resident authors) that the book securing American copyright shall be published in the United States not later than the date of its publication in any other country. Under the British act now in force, the works of British authors must, in order to preserve their British copyright, be published in Great Britain not later than the date of their publication in any other country. It is, therefore, necessary for English authors to make arrangements with their English and American publishers for a simultaneous date of publication for both sides of the Atlantic.

With the present facilities for the manifold-ing and typewriting of manuscripts, for the transmitting across the Atlantic in a week's time advance proofs or advance sheets, and for making final arrangements by cable, there need be, for the great majority of books likely to be reprinted, no material difficulties in the way of securing this simultaneous publication.

The provision was believed by many to be an essential part of the condition that all editions of books securing an American copyright must be manufactured in this country. It was argued that, if a term of twelve months or of six months were to be allowed to a foreign

Analysis
of the Law
of 1891

Analysis
of the Law
of 1891

author within which to complete arrangements for his American editions, the importation of the foreign editions during such term must be either prohibited or permitted. In the former case, American readers might, for an indefinite period, be prevented from securing any copies at all of new English books, a delay which would certainly bring about popular indignation. In the second case, the American market could be to some extent supplied with English editions before any American editions were in readiness, and by the time the English author was ready to sell his American copyright he would find that such copyright possessed very little market value.

The status of the foreign book during such interregnum must in any case be an anomalous one, and would be likely to cause complications.

The assertion has been made that the provision for simultaneous publication was inserted by the publishers with the malicious purpose of preventing the less known British authors, who might not be in a position to make advance arrangements for their American editions, from securing under the act any American copyright.

It is evident, however, that the publishers who were interested in framing the bill were not actuated by any such Machiavellian inten-

tions. It had been made clear that international copyright was expected to prove a business advantage to all the legitimate publishers engaged in reprinting English books, for the simple reason that larger profits could be secured by controlling the market for authorized editions (even when these were sold at the lowest popular prices) than by dividing the market with a number of unauthorized editions. This being the case, it was of course to the interest of the publishers to secure the protection of American copyright for as many foreign works as possible, and the throwing over of any books to the unauthorized reprinters would entail loss upon publishers as well as upon authors.

It was also, however, the belief of the publishers, in accepting this provision with the other typographical conditions, that there need be no difficulty in arranging to protect the works of new authors as well as those of the well-known writers.

It seems probable, also, taking into account all the considerations, that the provision for simultaneous publication is unavoidable as long as the other restrictions in the act are retained. When these can be spared, the International Copyright Law of the United States can properly be brought under the provisions of the Berne Convention.

5. The regulations previously in force for

Analysis
of the Law
of 1891

Analysis
of the Law
of 1891

making the entries of copyright are continued, and two copies of the book, together with one copy of its printed title-page, are to be delivered, on or before the day of publication, at the office of the Librarian of Congress, together with a fee for the entry of the title, such fee being, in the case of an American author, fifty cents, and in the case of a foreign author, one dollar.

6. While the importation, during the existence of the American copyright, of *editions* of the books so copyrighted, whether the authors of the same be American or foreign, is prohibited, the importation of such books is permitted to the extent of not to exceed two copies in any one invoice, said copies being certified to be "for use and not for sale." Buyers of foreign books which have secured an American copyright, who may prefer for their libraries the foreign editions of such books, are, under this provision, enabled to import, either direct or through an importer, not to exceed two copies of such editions. This provision apparently permits the importation (not exceeding two copies in any one shipment) of unauthorized as well as of authorized foreign editions of books which have been copyrighted in the United States.

7. Foreign periodicals of which there are no American editions "printed from type set in the United States," can not secure for their

contents an American copyright. The importation of such periodicals is left unrestricted, except for such numbers as may contain unauthorized reprints of material which has already in some other form secured an American copyright.

An English author who copyrights and publishes in the United States a volume, some chapters of which have previously been printed in an English magazine, will probably not be in a position to prevent the reprinting in the United States of an unauthorized issue of the material contained in such chapters. For this portion of his volume no American copyright can, under the present act, be secured. In case all the chapters in the volume have already appeared in a foreign periodical, its American copyright has been forfeited. The difficulty has occasionally been met by arranging for the separate publication (if necessary in pamphlet form) of American issues of certain divisions of the serial, entering these for copyright in Washington prior to the publication in England of the numbers of the periodical containing them.

8. For the purpose of enforcing the prohibition of the importation of editions of books securing American copyright, weekly lists of the books of which the copyright has been completed are furnished by the Librarian of Congress to the Secretary of the Treasury,

Analysis
of the Law
of 1891

Analysis
of the Law
of 1891

and by the Secretary to the various customs officers concerned.

The non-importation provision makes the status of books by foreign authors, which have secured an American copyright, practically identical with that heretofore in force for copyrighted American works, the importation of foreign editions of which has of necessity always been prohibited. The whole theory of copyright rests on the exclusive control by the author of a specific territory. An author to whom, under domestic or international law, such a control has been conceded, has something to sell for which he can convey a clear title, and for which, therefore, he is in a position to secure a price representing the full market value of his production. An author who can convey to his publisher, in place of an exclusive territory, only the right to compete with an indefinite number of other publishers of the same work, has no real "copyright" to sell, and the compensation that he can secure will be of necessity comparatively inconsiderable.

The so-called Sherman amendment, which was discussed at some length during the consideration of the present act, authorized the importation of foreign editions of works by foreign authors securing American copyright. It was finally rejected on the several grounds: that it was incompatible with the other sec-

tions of the act, which provided for the American manufacture of all books securing American copyright ; that it was inconsistent with the purpose of the act to place on a uniform status all books copyrighted here, whether of American or foreign origin; and that it was inconsistent with the essential condition of "copyright," which stands for an exclusive right to the "copy" for a specific territory and for a specific term. The opponents of the amendment cited, as an instance of territorial copyright, the case of the authorized Tauchnitz and Asher editions of the books of British authors, which, while copyright on the Continent, would, if imported into Great Britain, be infringements, and the importations of which into Great Britain had, therefore, always been prohibited.

The Sherman amendment, in its original form, authorized the importation of foreign editions of books by American as well as by foreign authors, and did not even stipulate for the permission of the authors; and in this form it would of necessity have rendered null and void domestic as well as international copyright. While such a result was doubtless not the intention of the mover, Senator Sherman, of Ohio, or of Senators Hale, Plumb, Carlisle, Daniels, and the others who supported him, this original amendment was actually carried in the Senate by a vote of 25 to 24. It

Analysis
of the Law
of 1891

Analysis
of the Law
of 1891

was rescinded three days later, after its actual purport had been made clear by outside criticism. In its corrected shape, in which it authorized the importation of foreign editions of books by foreign authors only, it was finally defeated by the vote of 21 to 28. The whole episode was a noteworthy instance of slovenly and hap-hazard legislation.

9. The foreign author possesses under the act the same control over translations of his books as has previously been possessed by the American author, and such translations can hereafter be issued only under his authorization. This provision gives, namely, to German and French authors the control of the issue in this country of English versions of their books, and to English authors a similar control, not only over a reprint in English, but over one made, for instance, in German. There is, however, no prohibition of the importation of an edition of a book printed in a language other than that in which it has secured its American copyright.

B.—Works of Art.

Foreign artists and designers are accorded the same term or terms of copyright as those given to foreign authors (and to domestic artists).

The condition of American manufacture is attached to the copyright of reproductions in the form of chromos, lithographs, or photo-

graphs. American manufacture was, however, not made a condition of the more artistic forms of reproductions, and foreign artists are, therefore, now in a position to control the American copyright of engravings or photo-gravures of their productions, whether these engravings, etc., are "manufactured" in Europe or in the United States. This provision is held by the artists and art publishers of France, who have in the past years suffered severely from American "appropriations" of their productions, to be of special importance.

C.—Music.

Musical compositions by foreign composers are accorded the same terms of American copyright as those given to American compositions, and for productions of this class American manufacture is not made a condition of the copyright.

The condition of reciprocity applies to the copyright of both music and art.

General Suggestions.

The details of making the entry of copyright and of securing the certificates are, as a rule, attended to by the publishers, and even when the author retains the ownership of his copyright, it is not infrequent for the certificate to be made out in the name of the publisher. The agreement for publication and the annual or semi-annual statements showing the

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228	Authors and Publishers
General Sug- ges- tions	<p>amounts due to the author for royalties for his copyrights, give sufficient evidence as to the actual ownership of this. There is also nothing to prevent the certificate from being transferred to the name of the author in case such additional precaution may be deemed advisable.</p> <p>The measures which are requisite for securing copyright in Great Britain or in other states which are now in copyright relations with the United States, for a work by an American author, can, as a rule, be taken most conveniently by the publishers. The delivery of the copies to the copyright offices or official libraries required under the provisions of the European acts, must, as a rule, be made through some publishing concern or publishing agent having residence in the country in which the foreign copyright is secured. The American publishing Houses which have branches in Great Britain are, of course, in a position to make entry direct, in their own names on behalf of themselves or their authors, of the works to be copyrighted in Great Britain, and, under the provisions of the Berne Convention, the entry of the book at Stationers' Hall in London serves also to protect the work so entered in all the states which are parties to the Convention.</p> <p>Under the conditions of the British Copyright Act, it is necessary to deposit five copies</p>

of each copyrighted book in the five libraries designated in the Act. This regulation is, in fact, enforced in the case of all books issued in Great Britain with a British publishing imprint, whether or not it may be desired to secure for such books the protection of British copyright. The provision becomes of necessity somewhat burdensome in the cases of costly works or sets published by Houses which do business on both sides of the Atlantic, and which place upon their title-pages such an imprint as "New York and London."

The protection of copyright is extended not only to material which is in itself original, but also to any originality of method or arrangement in the combination or classification of material. Under this principle copyrights are secured for dictionaries, in which of necessity the majority of the definitions must be substantially identical with those given in previous similar works ; for tables of arithmetic or of chronology, and for schedules in natural history in which tables and schedules the facts are of necessity always the same. We may mention as an example the decision of a New York Court to the effect that a certain arrangement of anatomical names, grouped in more or less arbitrary figures designed to assist the student in memorizing, was entitled to copyright, although the same lists of names are of course published in every work on anatomy.

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Under the provisions of the American Act, there is no copyright in a title unless and until the work for which such title has been selected has been printed in its complete form, and two copies of the same have been deposited in the Library of Congress. It occasionally happens that an author, while considering arrangements for the publication of a work, being anxious to secure the control of some promising title, has his title-page put into type and forwards this with the copyright fee to the Librarian of Congress. It should be understood, however, that until the copyright has been perfected by the deposit of two copies of the book itself, the author is not in a position to control the title selected by him, and the law would not aid him to prevent such title from being appropriated by some other applicant who might be able to make an earlier deposit of his completed volume.

Any measures which may become necessary for the protection of an author's copyright against infringements are usually undertaken by the publisher, who acts as a representative of the author ; but the expense of such measures has to be borne by the author whose property is being defended. In like manner, any suit which may be instituted against a publication alleged to be an infringement, is usually brought against the publisher of the work ; but whether or not it may be established that

such work does constitute or contain an infringement, all expenses, penalties, and outlays that may for this cause have been incurred, are chargeable to the author or editor with whom the publisher's contract has been made. Such contract contains the provision that the author or editor with whom the publisher comes into relations, and who claims to be the owner of the copyright of the work, shall make good to the publisher any expense incurred in defending such copyright, and that he shall also guarantee to the publisher that the work contains no infringement of any other copyright and no libels of any kind ; if, therefore, such infringement or libels be later discovered, the responsibility and the cost of making good the same must be borne by the author.

Contracts for publication usually contain some provision concerning the division between publisher and author of such profits as may accrue through the sale in foreign countries of editions of the work, or of duplicates of the electrotpe plates, or of advance sheets. It is customary to divide these receipts secured from abroad on the same basis as that which has been arranged for the division of the net proceeds of the American editions. An author may sometimes prefer that the control of the arrangements for the foreign editions of his work shall be left in his own hands. In most cases, however, his American publisher,

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having a knowledge of the methods of publishing in England and on the Continent, is in a position to secure a better arrangement for an English or Continental edition than could easily be arrived at by the author. In case the American publisher may have a branch House in England, it is, as a rule, not necessary to make any special provision in the publishing agreement concerning the receipts from sales abroad. In the absence of any specific stipulation, copies so sold can be accounted for at the same rate of royalty as that fixed for the sales in the United States. While the rate may remain the same (ten per cent. or more, as the case may be), the actual amount of the royalty per copy may easily be less for sales in Great Britain than for those made in the United States. It is often advisable, in issuing American books in Great Britain, to make the English selling price somewhat lower than the precise equivalent in sterling of the American currency price. For instance, a book published in the United States at 75 cents would, as a rule, be issued in London at 2s. 6d. If the volume were subject to a ten-per-cent. royalty, the payment for the English sales would be not 7½ cents but 6 cents per volume. The book published in New York at \$1.00 would usually be issued in London at 3s. 6d., and the royalty would be not 10 cents per copy but 8½ cents per copy.

PART II.

The Making of Books



The Preparation of the Manuscript



Typesetting, Electrotyping, Presswork,
and Binding

By J. B. P.



The Making of Books.

SECOND only in importance to a knowledge of the general relations which should exist between authors and their publishers, is the desirability that those who prepare manuscript for the press should, before placing their material in the printer's hands, obtain some little familiarity with the mechanical operations of bookmaking.

It is not the intention in this volume to attempt a treatise on bookmaking, but merely to offer a few suggestions to authors, and some general description of the various details of printing and binding.

The Preparation of the Manuscript.

I. Write on small sheets of paper,—commercial note or letter size is better than a larger sheet. Write legibly and on one side of the sheet only, and avoid, as far as possible, all interlineations. Copy is frequently brought to the printer in such an illegible condition as to make it necessary that it should be type-

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written before being placed in the hands of the compositors.

II. The sheets of manuscript should be of uniform size and should contain, as nearly as possible, the same number of lines ; this facilitates the work of estimating the amount of matter and the cost of printing.

III. Copy should in all cases be paged consecutively throughout.

If prepared with uniformity as noted above it is a comparatively simple matter to count the number of words in the copy, and it is very desirable that the author should have this knowledge in talking with publisher or printer, as upon the size often depends, in no small degree, the availability of a given manuscript.

As a rule, there exists in the mind of the writer a very hazy impression as to the amount of material contained in a manuscript, and the author is apt to refer to the same as "about the size of an ordinary book." Absurd as this may appear to any one giving the matter a moment's consideration, this total lack of precision is the rule rather than the exception on the part of those who apply to printing-offices for estimates.

If the printer is advised as to the number of thousand words the material contains and a decision is arrived at as to the general form of the proposed volume, it is comparatively an

easy matter to furnish the desired figures, but without these data all estimates must be misleading, and as a rule, reputable Houses decline to furnish approximate estimates of manufacturing costs.

Given the knowledge of the number of thousand words in the manuscript, the first question to decide in making up an estimate is as to the form of the proposed volume. If the material is designed for popular sale, then a selection of type, page, paper, and binding must be made which will keep the cost down to a moderate figure, and thus admit of a low publication price for the work. If on the other hand the volume is addressed to a more limited class of readers, a higher retail price can probably be obtained, and it may thus be desirable to plan the volume on an entirely different basis and make a larger and handsomer book.

The expressions "quarto," "octavo," etc., which in former times designated, with tolerable accuracy, the size of the printed book, can now, by no means be depended upon. As will readily be appreciated, the terms refer to the number of folds the sheet receives in binding. In former years but very little variety was used in the size of the sheets of printing paper, hence the number of folds, "four," "eight," or "sixteen," would indicate fairly well the size of the leaf of the volume designated. Now, however, the sizes of printing

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paper are practically endless,—indeed, almost every publisher has special sizes made for his exclusive use.

The best authorities give the following dimensions as most nearly covering the various technical sizes of books as now printed :

	SIZE IN INCHES.	HEIGHT BY METRIC SYSTEM.
32mo . . .	$3\frac{3}{8}$ x $4\frac{1}{2}$	$12\frac{1}{2}$ centimetres
24mo . . .	$3\frac{9}{16}$ x $5\frac{1}{2}$	15 “
16mo, or sixteenmo	$3\frac{7}{8}$ x $6\frac{1}{2}$	$17\frac{1}{2}$ “
12mo, or twelvemo	$4\frac{3}{4}$ x $7\frac{5}{8}$	20 “
Crown octavo .	$5\frac{1}{2}$ x $8\frac{3}{4}$	
Regular “ .	6 x $9\frac{1}{2}$	25 “
Royal “ .	$6\frac{7}{8}$ x $10\frac{5}{8}$	
Imperial “ .	$7\frac{1}{2}$ x $11\frac{5}{8}$	
Quarto . . .	$8\frac{1}{4}$ x $12\frac{5}{8}$	30 “

When a decision has been arrived at in regard to the general dimensions of the proposed volume, the next question is as to the size of type and the character of the printed page. The amount of material to be printed will, of course, in a large measure, determine the size of the type to be used, and, as a rule, the greater the number of words the smaller the type selected.

The sizes of type more generally used in bookwork are four, namely, Pica, Small Pica, Long Primer, and Brevier. The appearance of the page is somewhat varied by the introduction between the lines of thin pieces of

metal called "leads," which give to the type a more open effect. We present on the following pages specimens of these types. All these are set with one lead. If set "solid," that is, without the lines being separated by leads, the page, of course, will contain more matter but will, on the other hand, lose somewhat in legibility.

Specimen
of
Type

240	Authors and Publishers
Specimen of Type	<p data-bbox="477 297 809 327">PICA TYPE LEADED.</p> <p data-bbox="301 342 985 659">I have often observed that the more proudly a mansion has been tenanted in the day of its prosperity, the humbler are its inhabitants in the day of its decline, and that the palace of a king commonly ends in being the nesting-place of the beggar.</p> <p data-bbox="301 664 985 1026">The Alhambra is in a rapid state of similar transition. Whenever a tower falls to decay, it is seized upon by some tatterdemalion family, who become joint-tenants with the bats and owls of its gilded halls; and hang their rags, those standards of poverty, out of its windows and loop-holes.</p> <p data-bbox="301 1032 985 1533">I have amused myself with remarking some of the motley characters that have thus usurped the ancient abode of royalty, and who seem as if placed there to give a farcical termination to the drama of human pride. One of these even bears the mockery of a regal title. It is a little old woman named Maria Antonia Sabonea, but who goes by the appellation of la Reyna Coquina, or the Cockle-queen. She is small enough to</p>

SMALL PICA TYPE LEADED.

I have often observed that the more proudly a mansion has been tenanted in the day of its prosperity, the humbler are its inhabitants in the day of its decline, and that the palace of a king commonly ends in being the nesting-place of the beggar.

The Alhambra is in a rapid state of similar transition. Whenever a tower falls to decay, it is seized upon by some tatterdemalion family, who become joint-tenants with the bats and owls of its gilded halls; and hang their rags, those standards of poverty, out of its windows and loop-holes.

I have amused myself with remarking some of the motley characters that have thus usurped the ancient abode of royalty, and who seem as if placed there to give a farcical termination to the drama of human pride. One of these even bears the mockery of a regal title. It is a little old woman named Maria Antonia Sabonea, but who goes by the appellation of la Reyna Coquina, or the Cockle-queen. She is small enough to be a fairy; and a fairy she may be for aught I can find out, for no one seems to know her origin. Her habitation is in a kind of closet under the outer staircase of the palace, and she sits in the cool stone corridor, plying her needle and singing from morning

Specimen
of
Type

Specimen
of
Type

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BREVIER TYPE LEADED.

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That there must be some fairy gift about this mysterious little old woman, would appear from her extraordinary luck, since, notwithstanding her being very little, very ugly, and very poor, she has had, according to her account, five husbands and a half, reckoning as a half one a young dragoon who died during courtship. A rival personage to

Specimen
of
Type

244	Authors and Publishers
A properly proportioned page	<p>Now that the size and face of type to be used is decided upon, and, approximately, the number of words the page should contain, the next point to be considered is as to the proportion of the page. Until comparatively recent years it was the custom to make the printed page much more nearly square than is now thought good form. At present well planned pages are longer and narrower. The rule established by good authorities in order that a page should be well proportioned and agreeable to the eye is to make the width of the page one half the diagonal length from corner to corner.</p> <p>The next details to be considered are the questions of headlines, folios, side-notes, etc. In many books, notably novels, the use of headlines or captions on the right hand or odd page is designed to suggest the contents of the page, and is considered of no little advantage to the appearance of the volume.</p> <p>If the headlines are long, it is sometimes good form to place the folios or page numbers at the bottom of the page instead of at the top. When the character of the material calls for side—or running-notes, it is a question as to whether these should be placed on the outer margin of the page or “boxed,” that is, inserted inside of the page in different and distinct type. Many other details might be mentioned which have to be considered and</p>

decided upon before the manuscript can properly be placed in the hands of the compositor. It is quite evident that these decisions depend very largely on the general character of the special work in hand, but they none the less call for the exercise of some judgment if a well proportioned and attractive-looking volume is desired. The distinction between such a volume and one carelessly printed, without a proper appreciation of good work, is often somewhat intangible, but it is, nevertheless, very real even to those who possess no technical knowledge of bookmaking, but who still appreciate a well proportioned and well printed volume.

MEASURING TYPE.—The standard of measure in typesetting in the United States is the “em,” or the square of the letter “m” used. In other words, the compositor is paid for the number of “ems” he sets, and, of course, the smaller the type the greater the number of ems in a given page. This should be borne in mind, for it not infrequently occurs that after a work has been estimated to make a certain number of pages in one type, the author decides to reduce the size of this type, or perhaps set a portion of his matter in smaller type, and he is surprised that the reduction in the number of pages does not make the cost of his volume correspondingly less. As a matter of fact, there will be the same number

Measuring
Type

Composition

of ems in the complete manuscript whether the type be large or small, and the compositor justly receives the same compensation for setting say one hundred pages of long primer as he does for one hundred and fifty pages of pica. When the type of a book is mixed, each size is measured for itself.

COMPOSITION.—When the manuscript is ready for the compositor it is given out by the foreman of the composing-room in small divisions called “takes,” and these are handed out to the compositors engaged upon the work in rotation. It is customary to post upon the bulletin board in the composing-room general instructions covering any special directions to the compositors engaged upon each work. Authors should bear in mind that often from ten to twenty compositors are assigned to the setting of a book, and consequently each one of these hands sets but a very small portion of the matter. There is, therefore, a greater risk of lack of uniformity in the typesetting than would be the case if the work could be done by one compositor. It is, of course, the duty of the proof-reader to correct these irregularities as far as possible in his first reading and before the proof is seen by the author.

The instructions referred to specify the size of the page, whether the page is to be leaded or solid, style of initials, headpieces, running captions, the type required for quoted matter

and notes, and indeed any other directions which may be specially required for the particular work in hand. As each compositor sets the copy assigned to him, he places the matter in a receptacle called a "galley," having first headed it with his "slug number" to identify it, and enable him to receive the proper credit for his work.

OFFICE PROOF.—The type is now taken to the hand-press and a proof "pulled" from it, which proof, together with the manuscript copy, is sent to the reader. This is called "office proof," and it is corrected by the proof-reader, assisted by a copyholder reading aloud the manuscript, word by word. This proof is now returned to the compositor, who is required to make, at his own expense, all corrections needed to make the proof conform to the copy. This office proof is often, to use a printer's term, very "foul," because of the carelessness of the compositor, who, however, suffers from his lack of accuracy, as he has to overcome all this "foulness," and prepare a clean proof for the author.

AUTHOR'S PROOF.—This second proof, termed "author's," is given to an assistant who compares it with the office proof to make sure that all of the compositor's errors have been properly rectified. The proof is then stamped with the date, and, with the manuscript copy, is despatched to the author.

Office
Proof

248	<h2 style="text-align: center;">Authors and Publishers</h2>
<p>Author's Proof</p>	<p>The author now for the first time sees his ideas in cold type, and even those who have prepared much "copy" for the press, are not infrequently surprised at its changed appearance when the proof comes from the printer. And here begins one of the most trying phases in the relations between author and printer, caused by the former finding it imperative to revise his matter in proof and to make it conform to his changed ideas. These "extra corrections" are the bugbear of all well regulated printing-offices, for even an author who is reasonable about other matters, finds it very difficult to believe that an injustice has not been committed in debiting him with a charge for the time required to make these changes. Nearly all such expense can be avoided if the manuscript is properly prepared before being placed in the printer's hands, but this is a precaution which very few authors are willing to take. The amount of such work called for by different authors varies greatly. Many writers scarcely alter a word even in a large volume, while others appear to find it difficult to avoid reconstructing almost every sentence in the proof. One author whom we recall possessed a realizing sense of his peculiarities in this respect, and was in the habit of having his material set twice—the first time in large type, which was carefully revised in slip form, after which the matter was reset in the type in</p>

which it was finally to appear. In the second proof scarcely a word was changed. This was before the time of typewriters, and such a course can scarcely be recommended to any but those to whom expense is of little consequence, but it at least had the advantage of eliminating the annoying, and frequently disputed, charge for extra corrections.

The main difficulty in connection with these changes in the proof is due to an ignorance on the part of the author as to the time required to effect the alterations demanded. For instance, the introduction of a word or two in a sentence not only makes it necessary to reset one line, but usually calls for the "overrunning" or readjustment of each line to the end of the sentence. A similar condition of things exists when a word or two is eliminated in the proof unless other words of the same length are substituted.

Sometimes again the author decides, on examining his proof, that certain extract matter will look better if set in smaller type than that used in the body of the text. Of course, this means not only a double setting of the material in question, but in addition (if the proof be in pages) the "overrunning" of all the pages made up. If this almost self-evident proposition is borne in mind by the author, much vexatious expense may be avoided.

Extra Cor-
rections

**Cost of
Extra Cor-
rections**

In ordinary work, it is customary to submit to the author two proofs—the first or “galley proof” being sent with the manuscript copy for the author’s careful reading. This is stamped “author’s,” and it is not taken until an “office proof” has been read by the regular proof-reader, word by word, with the manuscript. It is then corrected and a revise or clean proof “pulled” for the author. Upon the return of the latter proof, the corrections of printer’s errors are first attended to, as the responsibility for these clearly rests with the printer. Then the “author’s changes” are made, and the time required for this last part of the work is charged to the author.

The proof now goes to the second reader for revision, after which the type is locked up in chases or iron frames preparatory to casting. Before going into the foundry, however, another proof called a “planer” is taken, and this is carefully gone over by a third reader. After casting, still another proof is struck off which is marked “plate,” and this is sent to the author for his final inspection and for verification as to the carrying out of his several instructions. It is possible to make corrections even at this time, but of course the expense of so doing is much greater than if called for in the earlier proofs. Unfortunately, even at this stage, new ideas not infrequently suggest themselves to authors, and the latter

are surprised to find the considerable cost of incorporating these in the plates.

Many authors feel that the cost of these alterations is something for which they should not be held responsible, contending that all such changes are designed to make a more perfect book, in which result the author and the publisher are equally interested. There is, upon the surface, some justice in this view, but it must be remembered that in accepting the author's manuscript the publisher does so with the understanding that the material is in the condition in which the author desires it to be printed. It is manifestly proper therefore that any exceptional expense incurred in overcoming errors and inconsistencies which the author has permitted to appear in his copy should be borne by him and not by the publisher. Any other course than this means, with a large proportion of writers, the revision of the material when the matter is in type, instead of the proper preparation of the manuscript. If the cost of such work were borne by the publisher, the expense attaching to much material would often make its publication a very unsatisfactory commercial venture.

In order that authors may have clearly before them the details of these extra corrections, we subjoin, herewith, the following, bearing upon the matter.

Cost of
Extra
Correc-
tions

Correcting
Proof

We also present a page of text showing the method of marking the proof and also a page with the corrections properly made. In addition are given the signs and abbreviations used in correcting proof.

CORRECTING PROOF.

All changes in proof, except such as are necessary to make it conform to the "copy" or original manuscript, are "*extra corrections*."

The cost of these "extra corrections," a matter *entirely apart and distinct* from any expense the publisher has agreed to undertake in bringing out a book (or any estimate given to the author, when the book is published on the author's account), is charged to the author and payable by him as soon as the volume is ready for publication.

When the matter is set up, the proof is read in the office by a proof-reader and compared closely with the "copy," the latter being read aloud to him for this comparison. All differences are noted, and the proof is then returned to the compositor, who is obliged to make the corrections at his own expense. Then a proof is sent to the author. Upon each batch of proof returned by the author, are noted such changes as he has made differing from original copy, and the time taken to make the changes, recorded. From these daily records is made up the account for "extra corrections" that is rendered to the author on the completion of the work.

Authors are often surprised at the amount of this charge and incredulous of its correctness, forgetting that they, of course, take no special note of the little changes made from time to time, while these changes are recorded in the office as they occur, and though petty, individually, in the aggregate reach sometimes a very considerable amount.

It should be noted that if it were possible to make at one time all the changes marked, the expense of such would be materially reduced. This is not possible, however, as cor-

rections have to be made from time to time, and this requires the additional handling of type, which necessarily increases the expense.

It is frequently the case that changes in proof have to be made in order to make it conform to "office rule," *i. e.*, to the accepted rules of orthography, punctuation, etc. The compositor sets the matter *just as it is written*. If the author has written "King" on page 1 and "king" on page 20 ; if he has in one instance written "fin de siècle" in Roman, and in another put it or an analogous expression in italics, *fin de siècle*,—the manuscript will be followed with these inconsistencies, and it is the duty of the office proof-reader to make the proof consistent, and to charge the cost of such corrections to the author as "extra corrections."

"Extra corrections" may be avoided entirely or reduced to a minimum, by GREATER CARE IN THE PREPARATION AND REVISION OF MANUSCRIPTS BEFORE THEY ARE PLACED IN THE PRINTER'S HANDS. If authors would subject their manuscripts to the same scrutiny they give to proofs, and be reasonably sure that what they have written has been put in just the form they wish, as to expression, paragraphing, use of capitals, punctuation, spelling, etc., they would save themselves the annoyance and expense of these "extra corrections."

The cost of changes is *least* when made in first or "galley" proof, and *most* when in final or "plate" proof. One of the changes an author is apt to make without thinking how much labor it entails, is the insertion of a word or phrase after the type is set ; this sometimes involves the re-adjustment of scores of lines or several pages.

Authors should bear in mind that where typographical errors are overlooked by them in the galley and page proof, and are only discovered in the plate proof, the printer cannot be held responsible for the cost of rectification of such errors in the plates.

Proof-reader's Corrections

GOTTFRIED WOLFGANG.] centre

Wolfgang arrived at Paris at the breaking out of the revolution. The popular delirium at first caught his enthusiastic mind, and he was captivated by the political and philosophical theories of the day; but the scenes of blood which followed, shocked his sensitive nature, disgusted society with him and the world, and made him more than ever a recluse. He shut himself up in a solitary apartment in the Pays Latin, the quarter of students. There, in a gloomy street not far from the ~~from the~~ monastic walls of the Sorbonne, he pursued his favorite speculations.

Some times he spent hours together in the great libraries of Paris, those catacombs of departed authors, rummaging among their hordes of dusty and obsolete works in quest of food for his unhealthy appetite. He was, in a manner, a literary ghoul, feeding in the charnelhouse of decayed literature. Wolfgang, though solitary and recluse, was of an ardent temperament, but for a time it operated merely upon his imagination. He was too shy and ignorant of the world to make any advances to the fair, but he was a passionate admirer of female beauty, and in his lonely chamber would often lose himself in reveries on forms and faces which he had seen, and his fancy would deck out images of loveliness far surpassing the reality.

While his mind was in this excited and sublimated state, a dream produced an extraordinary effect upon him. It was of a female face of transcendent beauty. So strong was the impression made, that he dreamt of it again and again. It haunted his thoughts by day, his slumbers by night; in fine, he became passionately enamoured of this shadow of a dream. This lasted so long that it became one of those fixed ideas of melancholy men, and are at times mistaken for madness.

Such was Gottfried Wolfgang, and such his situation at the time I mentioned. He was returning home late

Corrected Proof

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Corrections of the Press

LIST OF SIGNS AND ABBREVIATIONS USED IN CORRECTING PROOF.

<i>del</i> or δ	(<i>del</i>) Take away.
9	Turn an inverted letter.
□	Indent.
()	Directs that space be taken out.
# or ^	Indicates more space between words or letters.
— or ✓	Indicates less space between words or letters.
X	Indicates broken or imperfect type.
┘	Indicates a space or "quadrat" which improperly appears.
.....	Dots placed under words or letters erased indicate that they are to be restored. <i>Set</i> is placed in the margin.
¶	Make a new paragraph.
[Indicates that a word or line is to be moved towards the face of the bracket, whichever way turned.
<i>l.c.</i>	(<i>lower case</i>) Directs that a letter or word printed in capitals be made small.
<i>tr.</i>	Transpose letters or words.
<i>w.f.</i>	(<i>wrong font</i>) Directs attention to a letter of a wrong size or style.
<i>By or?</i>	Query as to spelling or use of language.
	One line under letters or words indicates that they should be changed from Roman to Italic or from Italic to Roman as the case may be ;
	two lines indicate small capitals ;
	and three lines, capitals.
<i>out- s.c.</i>	Words are wanting—see copy.

ELECTROTYPING.—In America it is the rule to make plates of nearly all books published. This plan is followed because of the difficulty of estimating, with any degree of accuracy, the probable demand for the volume and of gauging the size of the first edition by this demand. In England, on the other hand, it is much less usual to make plates. Instead, the type is frequently kept standing for months, perhaps years, and edition after edition is struck off as these may be called for.

The advantage of the latter system consists in the lessening of the expense of any revision that may be desired in later editions. But in this country, the cost of type is so much greater, that in nine cases out of ten it is more economical to make plates at first. It may further be said that, owing to the great improvement in machinery in the United States, the cost of this electrotyping is a much less serious factor in bookmaking than is the case in England.

It is also true that these electrotype plates, being much less bulky than the type, can be handled and stored away more readily than is the case with standing type. Such plates are carefully placed in consecutive order in boxes containing from forty-eight to ninety-six plates each and are thus stored in vaults until required for the press.

PRESSWORK.—It would be useless in a sketch like this to attempt a description of the evolu-

Electro-
typing

Presswork

tion of the modern press and the varieties of printing machines now in use for bookwork. From the days of Plantin, in Antwerp, with his crude hand-press, the output of which was but one or two hundred impressions an hour, to the modern newspaper machine with a capacity of twenty thousand copies per hour, not only printed, but folded and ready for delivery, is a long step, and the comparison will convey some idea of the vast amount of study which has been given by inventors to the perfection of the modern press.

In comparing the presswork of the sixteenth century with that of the close of the nineteenth, it would be a satisfaction if we could point to the same progress in the *quality* of work that we find in the speed with which this work is executed. Unfortunately, it must be admitted that this is not uniformly the case. Not a little satisfactory book-printing is produced by the modern press, but it is, nevertheless, the case that the demands made upon the printer now for books which can be sold at a popular price has a tendency to bring forth a quality of presswork for which it is not always possible to express admiration.

For this state of things, moreover, it is not just to charge the printer alone, for, from the cause already mentioned, he is generally compelled to work with poor paper made from wood pulp, and with ink which is sadly lack-

ing in those qualities required for thoroughly effective and permanent work.

It is with a feeling of relief that one turns from some of the gray and muddy pages of the present day, printed upon hard and stiff "pulp paper," to the delightful old black-letter volumes of two or three centuries since, with their clear-cut, sharp type, struck with deep black ink on hand-made paper of such stock as admitted not only of a perfect impression, but, in addition, presented a surface and a flexibility delightful to the eye and to the touch.

One is sometimes forced to the wish that inventive genius had not gone quite so far, but that it had contented itself with the slow-running hand or Franklin press, that the paper-makers had failed to discover that wood might be used as a substitute for rags, and lastly, but by no means least, that the ink manufacturers had not been compelled to cheapen their product and to manufacture an ink lacking in so many of the brilliant and lasting qualities of the early makers.

The use of wood pulp in the manufacture of printing paper presents a serious outlook for the lasting qualities of books made from such paper. The utilization of this stock makes possible a very low price for a paper which often presents qualities fairly satisfactory for use in fiction and other ephemeral literature; but any large percentage of wood

Quality of
Paper

**Platen and
Cylinder
Presses**

pulp, either mechanical or chemical, introduced into the paper made for books of a permanent character must be considered as a serious menace to the lengthy existence of such books. Such paper, in a very few years, turns yellow when exposed to the light, and in a very short time becomes brittle, and is easily torn. We have in mind volumes which have not been printed more than ten years, and which from the stock used in the paper present a very decayed and dilapidated appearance. It is to be hoped that some simple means may be discovered by which the paper may be tested by the publisher or printer for the percentage of this wood pulp, to the end that only paper of a lasting quality may be used in books of permanent literature.

Until a very recent date, the larger part of book-printing was done on what is known as the Adams or platen press, which is constructed on the principle of taking the impression upon the entire sheet at once with one upward movement of the bed and form. This machine has now been almost entirely superseded by the cylinder press of various manufacturers, on which the impression is taken on the sheet by the form passing to and fro under a revolving cylinder which, of course, touches but a segment of the form at once. If the forms are properly "made ready," the best possible results are attained on these

presses, while the speed is double or triple that of the old-fashioned platen or Adams press.

MAKING READY.—This is a most important operation connected with good presswork, for on its proper execution largely depends the effective appearance of the printed sheet. It is because of lack of care under this head that there appear so many carelessly and badly printed books.

The “make ready” for an ordinary volume of plain text from good plates is a comparatively simple matter, but when it comes to preparing the “overlays” for fine illustrated work no little judgment and experience are called for on the part of the pressman. For however carefully the casting and finishing of the plates may have been done, it is quite impossible to obtain a number of plates whose face and thickness shall be absolutely true. There will be depressions in some spots where the face of the plate in printing scarcely touches the paper, and similar elevations in other places. The first impression on the sheet is, therefore, more or less imperfect ; it is the duty of the pressman to overcome these irregularities by the aid of “overlays,” and until this has been done, the press is not permitted to start the printing of the edition.

This process is a very nice one and it requires, upon the part of the pressman, much care and experience to do the work effectively.

**Making
Ready**

**Making
Ready**

Small pieces of very thin paper are cut with great care and pasted on the impression cylinder in the spots in which the pressure is too light, and this serves to even up the irregularities in the face of the plate, resulting in a true and perfect impression of the type.

When a form containing illustrations is to be printed, the work of overlaying is much more complex, and the expert pressman should possess some artistic judgment in order that the form may show effectively in the printed sheet the design of the artist. Few people, in examining a finely illustrated book, realize the amount of time and care required on the part of the pressman to produce such results, and they would be surprised to see the difference between the first impression of the sheet and the same after the form is properly made ready.

Indeed, no matter how effective the work of the artist, if the pressman fails to understand his business, the result cannot but be unsatisfactory.

To make ready, properly, a form of sixteen cuts may often require the labor of two or three days on the part of the pressman, in building up the "blacks," toning down the "half tints," or cutting away the "high lights" of the design. This work is done in the same general way as already explained for the text, but for illustrations the process is, of

course, a much more delicate one. Paper of about the thickness of tissue is used in making these overlays, and a form of cuts may often require hundreds of these small pieces of paper, of every conceivable shape, which are pasted upon the cylinder before the press can be started.

Book-binding.

When the sheets come from the press and are properly dried, they are usually subjected to a heavy hydraulic pressure to remove the rough surface produced by the indentation of the type, and they are then ready for the bindery.

Until recent years the folding of the sheets was done by hand. Now it is very generally accomplished by folding-machines which produce the best class of work at a very material saving in cost over hand labor. These machines take the large sheets as they come from the press, containing say sixty-four pages, cut these into four sections of sixteen pages each, fold and deliver the "signatures," as they are called, into different channels and in proper condition for "gathering." Of course, the whole edition of the first sheet is thus folded before the second sheet is taken in hand. It is thus that the volume proceeds through the bindery, that is, each operation of the many through which the book has to pass

**Book-
Binding**

Gathering
and
Collating

being practically completed before the next detail is taken up, so that when the last work of "casing in" is reached it is not unusual to have the whole edition of the book covered and put into the drying-press in one day.

Authors frequently ask for the "first copy" of their books, with the apparent understanding that the manifold operations connected with the binder's art are all performed by one workman and that therefore there may exist a considerable interval between the completion of the first copy and the finishing of the edition. As a matter of fact, as just pointed out, there is no "first copy," the whole edition being completed at about the same time.

It would be futile in a volume of this description to attempt to describe in detail the many complex operations required in transforming the printed sheets into the completed and bound book. Briefly stated, this work, for ordinary "edition" or "case binding," is divided into three divisions : (a) folding and gathering the printed sheets, (b) forwarding, (c) casing in.

The folding-machines, already referred to, do their work with surprising rapidity and accuracy, the sheets being fed into the machine at the rate of two thousand per hour, and if the adjustment is correct these sheets are delivered with as correct "register" as could

be accomplished by the old-fashioned hand folding. These folded sheets are then taken in hand by the "gatherers," who place them on a table shaped like a horseshoe, the different sheets being arranged in separate piles and in consecutive order. The gatherer then walks around the inside of this table and deftly, and with great rapidity, "gathers" the sheets by taking one from each pile. One circuit of the table usually completes a book, and before the gathered sheets are ready for sewing, the folded sheets must be "collated," that is, examined to see that the signatures or sheets are in the right consecutive order and that there are no duplicates and no sheets left out.

This examination would seem a slow and tedious operation, but an expert girl can run through a large number of sheets with surprising rapidity and it is very rarely the case that errors appear in an edition of a carefully collated volume.

In magazine work, an ingenious contrivance is used which greatly reduces the work of collating the sheets. This consists in placing a mark or line on each sheet on the back of the fold. This is done on the press when the sheet is printed, and these marks or bands are so arranged on each signature that when the magazine sheets are properly collated, this band will show on the back of each pamphlet

Gathering
and
Collating

**Forward-
ing and
Casing in**

(before the cover is put on) in an unbroken diagonal line from end to end. Should any error have been made in the gathering, either by omitting a sheet or by duplicating one, the blunder will show itself by a break in this band. The work is thus very rapidly collated and any imperfect copies thrown out for correction.

Now the collated sheets are "smashed," or subjected to heavy pressure in an hydraulic press, to give them the proper degree of solidity, and they are then ready for sewing, an operation which until recent years was done by the slow hand process, but now is almost always accomplished by the aid of a most ingeniously constructed sewing-machine, which not only turns out the work with greatly increased speed, but which possesses the further advantage of producing volumes that will open more easily and more evenly than was apt to be the case with former hand sewing.

From this point, the book is now taken in hand by the forwarding department and the various operations through which it has to pass are too technical to describe here in detail.

The edges of the books are trimmed (unless the volume is to be left "uncut"), then the backs are glued to hold the sheets more securely, and the end papers pasted on. The volumes are then "rounded" to produce the

proper joint in which the cover fits and also to make the curved back to the book.

The work is then practically ready for the "caser in." These cases or cloth covers have in the meantime been prepared in another department and, having been properly stamped with the lettering either in gold or ink, are in proper shape to put on the books now ready for the final operation of the binding work.

It must be borne in mind that this description applies solely to that class of binding known as "edition" or "case work," for the operations of "extra" or "library" binding require entirely different and much more elaborate treatment. And here it may be in order to say a word in regard to the difference between American and foreign cloth binding. In the latter it has never been considered necessary to treat edition work as anything more than a temporary covering for the book; hence, abroad, the cloth-bound books are lacking in substantial sewing and in general strength of structure. Here, on the other hand, it is the intention to produce case work so strongly and effectively put together that the books may open well and at the same time be so firmly bound as to stand all proper usage and to remain as permanent coverings to the volumes. Hence we sometimes hear the wish expressed that American books would open "more freely," as is the case with those made

Forward=
ing and
Casing in

268	Authors and Publishers
Treatment of the Edges	<p>in England, and the fact is overlooked that these volumes, which in this particular seem so attractive when first examined, cannot compare with the American production in lasting qualities, but, because of their slighter sewing and forwarding, are very apt to fall apart after short usage, and to require rebinding.</p> <p>The question as to whether a book should be trimmed or untrimmed is one which is largely dependent upon what its future use is to be. If, as is the case with the majority of American cloth-bound books, the volume is considered to be in its permanent form, then it is often more convenient and satisfactory to have the edges trimmed. But when, as has just been stated, the cloth case is looked upon as merely a temporary covering to be replaced later on by the special library binding of its individual owner, then it is exceedingly desirable to leave the edges entirely untrimmed so that all the margin possible may be preserved for this rebinding.</p> <p>Many readers, it is true, find the opening of the uncut leaves somewhat of an onerous task, but, on the other hand, it is a special satisfaction to many who thoroughly appreciate a new book to have the pleasure of cutting the folds, with the feeling that no previous reader has extracted any of the precious contents from this particular volume.</p> <p>What is, perhaps, the ideal treatment of the</p>

cloth-bound book, is to trim and gild the top, and leave the front and foot untouched by the knife. This, while minimizing the reader's labor of cutting, still preserves the margins for possible rebinding, and, further, retains for many book-lovers that indescribable charm of freshness which is associated with the first opening of a new book.

As to the outside cover of the well made cloth-bound book, it may be said that there has been a marked improvement in this direction during the last few years. Not long since it was the tendency to place on the covers elaborate, and often totally meaningless, designs executed frequently in several colors of ink. While this tendency to meretricious ornamentation has not entirely disappeared among bookmakers, it may, happily, be said that there has been a decided gain in the direction of simpler covers, and the better class of new issues from the press appear with no further embellishment than a plain "old-style" lettering on the back and, possibly, some small characteristic design on the side in gold if the work be of a character which will admit of some such distinctive treatment.

It will readily be appreciated even upon the most superficial consideration of the many operations going to make up the finished book, that judgment and experience are needed to produce a satisfactory result. For it is assur-

**Cover
Designs**

**The
Well-
Made
Book**

edly a fact that we may often take up a volume in which many of the mechanical details have been well carried out, and yet the result is far from pleasing to the reader who appreciates a well constructed book. The type may be good in itself, and yet the size too small or too compact for pleasant reading, or type and page may be all that can be desired, and yet the result is entirely unsatisfactory, either because of the use of poor paper or because of careless and gray presswork.

Then again, when these matters have all been well planned, the book, as a whole, may fall far short of being an ideal production, because the paper selected is either so thin as to be transparent, or so thick as to be clumsy and to make the volume unsatisfactory to hold in the hand. When all these details have been adjusted, the book may still fail of being mechanically perfect, because of poor judgment in the execution of the binding. The sewing and backing may be too tight, so that the volume will not open easily, or the leaves may be so trimmed as to lack a correct margin to the page. And, finally, when all these points have been fully considered, the result may not reach the proper standard because the exterior of the book is unsuitable or out of keeping with its contents, and however well executed may be the work on the inside, if the selection of cover and the treat-

ment of the same be not in harmony, the result can never be entirely satisfactory. It is, indeed, the harmonizing and adjusting of all the manufacturing details which produces the book that at least in its mechanical aspects is delightful both to the eye and to the touch.

LIBRARY BINDINGS.—The foregoing remarks apply more particularly to what is known as “edition work,” and it must be borne in mind that artistic binding in the higher sense has to do with the special treatment of the individual volume as it is covered and embellished by hand in the various leathers suitable for such purposes.

The whole method pursued in the execution of such binding—after the folding and collating of the sheets—is entirely different from that required in “case work.” In the extra binding every operation has to be performed with great care and the progress of the work is necessarily very slow. The sewing is done by hand, and with what is technically known as “whip stitching,” and the cover for the volume, instead of being made as a separate case and glued on to the book as in cloth work, is cut from the leather and after the boards are properly fitted to the special book and fastened securely to the volume, these are covered with the leather which has been previously pared where it is to turn on the edges. The whole work of finishing and “tooling”

**Library
Bindings**

**Library
Bindings**

the outside of the volume is done on the covered book, and not, as in cloth binding, by machinery on the detached case.

Sheepskin, cow-skin, calf, and morocco of various grades are used for this library work, the first two being as a rule, leather of American manufacture, while the best calfs and moroccos come from abroad. Our highest grade of levant morocco comes to us from France. This is one of the most expensive of book leathers, being made of goat skin and subjected to a treatment which gives to the surface of the leather a rich and heavy grain, and this surface, when polished, produces by far the most substantial and rich book covering.

The details of the work required in effective library or "extra" binding are too complex and technical to admit of a full description in this manual. As before noted, each book is treated individually, and the processes through which it passes are very diverse and call for much greater skill, good taste, and artistic feeling on the part of the operator than is demanded in edition work, as the latter is mainly turned out by machinery. It may not perhaps be amiss to describe these two styles of binding as bearing somewhat of the same relation to each other as the oil painting bears to the chromo. The former shows the stamp and individuality of the artist, while the latter is, at the best, but a mechanical production.

No one unfamiliar with the processes of the "extra" department in a bindery can realize how many operations are required before the volume is ready for its owner. All the work of sewing, rounding, beating, cutting the boards and lacing the same, and covering, is what may be called handicraft, but when it comes to the proper "finishing" of the outside, the work may be considered as an art, and as such it calls for no small amount of artistic judgment.

It must be remembered that even in the ordinary half-calf or library binding, the ornamentations on the gilt back are stamped on individually with hand tools, and when a full-bound levant book is to be finished, it is usually necessary to make a drawing of the design planned for the side, and from this the finisher works, slowly stamping on the leather with very small tools the design planned for, until he has copied in gold upon the side of his volume the complete drawing before him.

To be able to plan out a proper scheme for such ornamentation which shall be in harmony with the special character of the book in hand, and to "tool it" to effective completion is, as may be supposed, by no means a simple task, and it must be confessed that the number of successful "finishers" in the United States is comparatively small.

**Extra
Bindings**

**How to
Handle
Books**

But let the covering of the volume be of the best and the finishing all that the most exacting critic can demand, if the earlier and more mechanical operations of forwarding have not been duly attended to, the result cannot fail of being unsatisfactory. The book should be solid, it should (if properly handled) open freely, and the cover boards should be absolutely true and square. But now when we have happily arrived at all these results, and, moreover, have succeeded in producing an exterior to the volume which is in keeping with its character, and the tooling is artistically executed, the whole result of our work may be more or less futile if the book is not handled carefully when it leaves the bindery. The late William Matthews, than whom there is probably no higher authority in connection with the proper binding of books, has pointed out in his *Modern Bookbinding* the correct method of handling the newly bound volume. In writing this he evidently had a keen realization of the ignorance shown by many otherwise intelligent people in their use of finely bound books. Mr. Matthews says :

“Never force the back of the book if it does not yield to gentle opening. Rely upon it, the back is too tightly or strongly lined. A connoisseur many years ago, an excellent customer of mine, who thought he knew perfectly how to handle books, came into my

office where I had an expensive binding just brought from the bindery ready to be sent home. He, before my eyes, took hold of the volume, and, tightly holding the leaves in each hand, instead of allowing them free play, violently opened it in the centre, and exclaimed, 'How beautifully your bindings open!' I almost fainted. He had broken the back of the volume, and it had to be rebound!"

Illustrations.

A volume might easily be devoted to the subject of the designing, engraving, and printing of book illustrations. In this manual, however, we propose merely to touch, in a very superficial manner, upon a few of the methods employed in making such illustrations. These may be mentioned as follows :

STEEL-PLATE ENGRAVING AND PRINTING.—For the general purposes of book illustration this method of embellishment is somewhat gone to decay, and, except in connection with portrait work, it is comparatively but little in use at the present time. There are several reasons for this, the principal of which is doubtless the comparatively high cost. The engraving, in the first place, is a very slow and tedious piece of work, and a well made portrait on steel may cost all the way from one hundred to five hundred dollars. Then the printing, being an operation done

Steel-
Plate
Engraving

**Etchings
and Photo-
gravures**

entirely by hand, is necessarily expensive and is therefore not at all suitable for books of which large editions are expected. The use of steel-engraving for illustrating books of ordinary character is now rarely practised.

ETCHINGS AND PHOTOGRAVURES.—In many ways the etching is by far the most effective method for book illustration. It presents the design in exact accord with the artist's conception, instead of having this reproduced by means more or less mechanical. Moreover, for many subjects, notably for portraits, it shows the artist's work with a strength and richness of coloring which can scarcely be reached by any other method. For portrait work, therefore, the etching is often most desirable, though it is open to the same objection as is the case with the steel plate and photogravure, it being even more expensive to print than either of these two processes. It is also, unfortunately, the case that for portrait work we have in this country very few effective etchers, the best examples of the art coming to us from Paris.

The Photogravure plate bears a strong resemblance to the etching in certain particulars, but, being a process largely mechanical, it fails in producing the richness of the etched plate. For the reproduction of photographs and of paintings, the photogravure presents, however, a very attractive result, although it is open to

the same objection as is the case with all intaglio work—the current cost of production is expensive, while the number of good impressions which can be obtained from a plate is not over three or four thousand. In fact, after a thousand impressions there will often be a marked deterioration in the character of the print. It is certainly the case, however, that very rich and beautiful effects may be produced in photogravure work from good photographic originals, especially in landscape ; and when but a limited edition is planned for, there is no method of illustration which produces more desirable results.

WOOD-CUTS.—In many ways it is greatly to be regretted that this method of book illustration, so universal fifteen or twenty years ago, has so generally gone out of use, being replaced by the much more mechanical process of photo-engraving to be described farther on. The art of the wood-engraver required the possession of no small measure of artistic sensibility as well as mechanical expertness in the use of the graver. All the better known wood-engravers treated their work with a distinct individuality which made its identity evident to any one at all familiar with the subject, and yet they did not lose sight of the importance of retaining the spirit of the artist's design in the reproduction of his work. This reproduction in the more or less hard lines of

Wood-
Cuts

**Wood-
Cuts**

wood-cutting necessarily had its limitations, and to present in the engraving the artist's conception in its true values was a work requiring an art feeling as well as mechanical technique.

It is only within comparatively recent years that engravers have been able to use photography to transfer upon the block the design to be cut, and this has simplified the work of the artist, because the drawing can now be made large and thus treated more freely, and it can then be reduced by photography to any size in transferring it upon the block. The writer can well remember when it was necessary for the designer either to draw the picture directly upon the block, or to place his large design in the hands of a draughtsman to be redrawn on the wood before the engraver could commence his work. Of course, this additional operation opened the way for much criticism upon the part of the artist as to the manner of treating his work, and the instances were many in which the designer would claim that the wood-cut as printed failed entirely to show the character or the true values of his original drawing.

As has been already suggested, but very little wood-engraving now appears in the illustrations of the ordinary volume, and while the methods of "process work" present much that is attractive, notably from an economical

standpoint, it cannot be denied that in the profusion of such illustrations now appearing we must look in vain for many of the beautiful effects shown in the past by the well engraved wood-cut, with its strength and its rich gradations of color,—results which, unfortunately, can be produced only at a cost of from ten to twenty times that of the best photo-engraving.

PHOTO-ENGRAVING.—This method of illustration is now used in, probably, nine-tenths of the books published in the United States. Speaking generally, it is divided into two styles of work : (a) line plates, (b) half-tone plates. In the former, the reproduction is done entirely mechanically by photography, and the subject is transferred to a metal plate, which is then chemically treated and all the face of the plate eaten away but the lines of the design, which are left in relief. By this process, the original may be reduced to any size, and it may also be enlarged if this is desired, but in such enlargement the character of the design is likely to be somewhat weakened. As before pointed out, the great advantage of this method is its cheapness, and the fact that the plate is an absolute facsimile of the original; moreover, the photo-engraved plate being "type high" there is no difficulty in printing it with the text of the book. It must be borne in mind that the subject to be

Photo-
Engraving

**Photo-
Engraving**

reproduced by this method must be strictly in "line" work.

If the picture to be reproduced is a wash drawing, or perchance a photograph, the "half-tone" method (*b*) must be employed. In this, a screen of glass, upon which appear lines or rules, is placed between the subject and the camera. The closeness of the lines varies, dependent upon the fineness of the print desired, but, generally speaking, they are from one hundred and twenty to one hundred and forty to the inch. By the aid of these intersecting lines, the surface of the printing plate is broken up, and a magnifying glass will show the fine cross hatching in the print.

This plate is much finer than anything made in line work, and if the original is good and the plate carefully printed, the result is often very delicate and rich. But because of the fineness and shallowness of the plate, the printing is much more expensive than is the case with line work. Further, to obtain the best results from these half-tone plates, it is essential to use a paper of high surface and soft texture. Hence we see so many illustrated books now printed upon what is known as enamel-plated paper, which, while admitting of a fine impression of the plate, is nevertheless open to the objection of being very trying to the eyes of the reader because of its high or glossy surface.

THE HELIOTYPE or GELATINE PROCESS of illustration is often used for plates of which there are required but a limited number of copies. Portraits, especially from photographs, made in this way, are very effective for books of limited editions, and are of comparatively small cost. They present most nearly the effect of the photograph, and for this reason they are often preferred to half-tone plates, especially in the case of portraits. It must be borne in mind, however, that all illustrations made by any of these methods, except the wood-cut and the relief photo-engraving, require separate printing, and this increases the expense of both printing and binding.

There are, of course, many other forms of illustrating, but few of these are appropriate for use in connection with ordinary book-work. Lithograph plates are sometimes required for maps, and also for such subjects as require to be produced in color. The objection to this method of illustration is its cost in the first preparation of the stone, and also in the current cost of printing, and on this ground the lithograph cannot be recommended for the ordinary, moderate-priced volume. There are, however, requirements which can only be met by the use of printing on the stone, and these arise particularly in connection with colored medical plates and with similar technical work, but it must be confessed that such

The
Helio-
type
Process

**The
Heliotype
Process**

plates are engraved and printed with much greater delicacy and accuracy in Paris or in Germany than can be accomplished in this country. The lithographic work of the map printers of Germany is also of a high degree of excellence. As before noted, such illustrations are only suited to volumes which can command a high retail price.





Index

Index

Adams press, *see* Printing-presses

Advertlsing, proportionate outlay for, 55 *ff*; methods of, 162 *ff*; by circulars 165 *ff*; cost of, 168 *ff*, 194; outlays, 173 *ff*; division of outlay, 163

Agreements and estimates, 66

Aldus Manutius, 142

Arbitration in literary issues, 160 *ff*

Art designs, definition of, 211 *ff*

Articles, in periodicals 89, *ff*; in Cyclopædias, 94 *ff*

Author, The, 133, 158, 193

Author's proof, *see* under Proof

Authors, grievances of, 2, 37; as a *genus irritabile*, 4 *ff*;
as men of business, 12 *ff*; ventures of, in first books,
78 *ff*; ownership of plates and of copyright by, 79
ff; freedom of action of, 89; rights of, in Cyclopædia
contributions, 94 *ff*; corrections of, 103 *ff*; obliga-
tions of, 105 *ff*, 149; delinquent, 113; unwise methods
of compensating, 117; the organization of, 119 *ff*;
the interest of, in continued sales, 131 *ff*; and pub-
lishers, the personal relations of, 142 *ff*; publishing
undertakings of, 158

Authors' Associations, 155 *ff*

Authors' Society, cost of publishing books as estimated by
the, 190; statistics presented by the, 193

Autocrat of the Breakfast-table, 144

Index

- Ballantyne, 9
 Beginners in literature, 33 *ff*
 Besant, Sir Walter, 3, 38, 148
 Boards of Arbitration, 160 *ff*
 Bookbinding, process of, 263 *ff*; folding machines, 264 *ff*; gathering and collating of sheets, 265 *ff*; hand and machine sewing, 266; forwarding and casing in, 266 *ff*; "edition" or "case work," 267 *ff*; "extra" or "library work," 267; difference between American and foreign cloth binding, 267; treatment of the edges of the leaves, 268 *ff*; library bindings, 271 *ff*; leathers used in, 272; cover designs, 269 *ff*, 273; "tooling," 272, 273
 Book-buying public, the, 152 *ff*
 Book-manufacturing, the cost of, 60, 192; mechanical operations of, 235 *ff*
 Books, the percentage of failures of, 29 *ff*; as a literary property, 86 *ff*, 129; the value of, diminished through scattering, 84 *ff*, 87 *ff*; in sets, 86, 139; in series, 108 *ff*; the distribution of, 178; sent on sale, 179 *ff*; the over-printing of, 197 *ff*; selling price of American, in Great Britain, 232; estimates of manufacturing costs of, 237; dimensions of, 237 *ff*; how to handle, 274
 Bookselling methods, 75 *ff*
 British Society of Authors, 133
 Brown, James, 21
 Bungay and Bacon, 6
 Campbell, Thomas, the famous toast of, 2
 Capital for publishing undertakings, inducements for, 71 *ff*
 Catalogues, and book lists, 163; and circulars, distribution of, 164
 Children's books, royalties on, 52
 Cicero and Atticus, 3
 Circulars, use of, in advertising, 165 *ff*
 Classification, the, of books for royalties, 46 *ff*

Cloth-binding, *see* under Bookbinding
 Commission on sales as compensation for the publisher, 70
 Compositors, duties of the, 246 *ff*
 Consignment accounts, 179 *ff*
 Constable, Archibald, 8 *ff*; the *Memoirs* of, 8
 Contracts, difficulties in enforcing, against authors, 118 *ff*
 Copyright, the purchase of, 39; objections to purchase of, 41; the ownership of, 49; in Cyclopædia material, 94 *ff*; regulations for securing, in the United States, 205 *ff*., 208, 212, 213, 215, 216 *ff*., 218, 221, 227 *ff*., 230; regulations for securing, in United States, for works of foreign authors, 212, 213 *ff*., 216, 218 *ff*., 222; regulations for securing, in Great Britain, 228 *ff*; for articles in periodicals 91 *ff*., 215; in foreign periodicals, 222 *ff*; the protection secured by, 93, 205 *ff*., 222 *ff*., 229 *ff*; term of, in the United States, 204, 214 *ff*., 218; application for renewal of, 214 *ff*; for new editions, and separate volumes of sets, 208, 212; infringement of, 208, 230 *ff*; penalties for infringement of, 208, 209 *ff*., 214; for works of art, 211 *ff*., 215 *ff*., 226; for music, 227; arrangements for, made by publishers, 227, 228, 231 *ff*
 Copyright entries, regulations for notice of, 204, 207, 223; certificates of, 206 *ff*., 213, 215, 227; fees for, in United States, 207, 213, 222
 Copyright Law in the United States, text of, 203-212; Law of 1891, analysis of, 217 *ff*; the Sherman amendment, 224 *ff*
 Copyright relations of the United States with foreign States, 217
 Courts of Arbitration, 160 *ff*
 Criticisms of publishers, 202
 Curtis, Geo. Wm., on publishers and editors, 15 *ff*
 Cyclopædias, articles in, 94 *ff*
 Cylinder press, *see* Printing-presses
 Designs for book covers, *see* Bookbinding

286	Authors and Publishers
Index	<p> <i>Dictionary of National Biography</i>, 95 Discounts to the trade, 75 <i>ff</i> Distribution of new books, the, 196 Edition or case work, <i>see</i> Bookbinding Educational books, royalties on, 51 Electrotype plates, relative cost of, and standing type, 257 Elzevir, Louis, 142 <i>English Men of Letters Series</i>, 40, 108 Erasmus, 142 Estienne, Robert, 142 Estimates and agreements, 66, 75 <i>ff</i> Etching, desirability of, for book illustration, 276 ; cost of, 276 Extra corrections, 103 <i>ff</i> ; how to avoid the necessity for, 248, 252 ; cost of, 251, 253 ; time requisite for making, 252 ; equity of author's bearing the expense of, 251 <i>ff</i> Expenses of publishing, 61 <i>ff</i> "Fallibility" in book manufacturing, 198 ; in publishing, 198 <i>ff</i> Farrar's <i>Life of Christ</i>, 42 Fiction in paper covers, 55 ; in serial form, 90, 127 <i>ff</i> ; as property, 134 ; not the whole of literature, 134 Fields, James T., 22, 143 First books, 83, 134 <i>ff</i> ; author's ventures in, 78 <i>ff</i> Forwarding and casing in, <i>see</i> Bookbinding Franklin press, <i>see</i> Printing-presses Friendship and business, 150 Froben, of Basel, 142 Furnivall, F. J., 24 Grub Street, 6 Half-profit system, the, 57 <i>ff</i> ; objections to, 59 <i>ff</i> Half-tone plates, <i>see</i> Photo-engraving Hare, Archdeacon, 23 ; <i>Guesses at Truth</i>, by, 23 </p>

Helio-type, or Gelatine Process, 281 *ff*
Heroes of the Nations Series, 40, 108
 Holmes, Oliver Wendell, the relations of, with his publishers, 143
 Horace, and his publishers, 2
 Howe, George, 21
 Howells, W. D., on the business relations of authors, 12 *ff*
 Hughes, Thomas, on Daniel Macmillan, 19 *ff*

Ideal publishing arrangement, the, 150
 Illustrations, 275-281; steel-plate engraving and printing, 275 *ff*; etching, 276; photogravure, 276 *ff*; wood-cuts, 277 *ff*; economy of "process work," 278, 279; photo-engraving, 279 *ff*; helio-type or gelatine process, 281
 Ink, quality of modern, 258 *ff*
 Insurance on authors' property, 79
International Science Series, 40, 108
 Interview of author with publisher, 30
 Irving, Washington, 10 *ff*, 79, 175; and his American publisher, 16; letter of, to George P. Putnam, 25; *The Sketch Book* of, 79

"Joint Account," publishing for the, 65
 Joint interest of author and publisher, 100 *ff*

Koberger, of Nuremberg, 142

Leather-binding, *see* under Bookbinding
 Lessing, and his publishing association, 155
 Libraries, catalogues for the, 164
 Library work, *see* Bookbinding
 Line plates, *see* Photo-engraving
 Literary agent, the, 124 *ff*, 134 *ff*; certain disadvantages in the work of, 128 *ff*; business interest of, 132; and young authors, 136 *ff*; commission of, 139; as a possible publisher, 140; qualifications of, 141; suggestions of, 151

Index

- Literary board of arbitration, plan for the organization of, 121 *ff*
- Literary brokerage, 137
- Literary courts, 121, 201
- Literary delinquencies, instances of, 113 *ff*
- Literary labor not rewarded in proportion to its extent, 185
- Literary material, the commercial value of, 26 *ff*
- Literary producers, the earnings of, 8 *ff*
- Literary production, centres of, in the United States, 31
- Literary workers, suggestions for, 36 *ff*
- Literature, the market value of, 7 *ff*
- Lithograph plates, 281 *ff*; expense of, 281
- Little, Brown, & Co., 21
- Lockhart's *Life of Scott*, 8
- Longmans, the House of, 23, 143
- Losses, division of, 64; through delays, 106 *ff*; and profits, 190
- Macmillan, Daniel, 19 *ff*; the *Memoirs* of, 23 *ff*; the House of, 24, 143
- Magazines, publishing methods of, 91 *ff*
- Making ready, *see* Presswork
- Manufacturing commissions, 64
- Manufacturing estimates, 75 *ff*
- Manuscript, examination of the, 26 *ff*, 32; preparation of, for the press, 235 *ff*; number of words in a, 236; in the hands of the compositors, 246; necessity for careful revision of, by author, 248 *ff*, 253
- Martial and his publishers, 2
- Matthews, William, on handling of books, 274 *ff*
- Morse, John T., on the publishing relations of Holmes, 143
- Murray, John, the *Memoirs* of, 9 *ff*; and his authors, 10; the House of, 23 *ff*
- Murray, John (the 2d), 79, 142; as a counsellor, 145
- Musurus, 142
- Napoleon, orders a publisher to be shot, 2
- New authors, speculation in, 84 *ff*

Index

289

Index

- New York, the Authors' Association of, 156
 News stands, as selling machinery, 181 *ff*
 Novels, in cheap forms, royalties on, 54 ; cost of production of, 55 ; prices of, 55
- Obligations, under the publishing agreement 98 *ff* ; of the author, 98 *ff*
 Office proof, *see* under Proof
 On sale accounts, 179 *ff*
 Overlays, *see* Presswork
- Page, appearance of the, changed by "leads," 238 *ff* ; what constitutes a well-proportioned, 244 ; use of captions, side notes, folios, etc., on the, 244 *ff*
 Pages, specimen, showing different styles of type, 240-243 ; specimen, showing corrections, 254 *ff*
 Palm, Johann Philipp, shot by order of Napoleon, 2
 Paper, use of wood pulp in manufacture of, 258 *ff*
 Paris Authors' Association, the, 156
 Pendennis and his poems, 6
 Periodicals, arrangements with, 90 *ff* ; selection of, for advertising, 169 *ff*
 Perkins, Frederick B., on publishers, 18
 Permanency of tenure, 151
 Personal relations of authors and publishers, 142 *ff*
 Perthes, 142
 Photo-engraving, 279 *ff* ; advantage of this process, 279 ; use of line-plates in, 279 ; use of half-tone plates, 279 *ff* ; use of enamel-plated paper in half-tone plates, 280
 Photogravure, results of, 276 *ff* ; objections to, 277
 Plantin, of Antwerp, 142, 258
 Posters, 166 *ff*
 Presswork, ancient and modern compared, 258 ; making ready an important operation in good, 261 *ff* ; preparation of overlays, 261 *ff*
 Printing, the cost of, 192

290	Authors and Publishers
Index	<p>Printing-presses, comparison of ancient and modern, 258 ff; Franklin press, 259; Adams or platen press, 260; Cylinder press, 260</p> <p>Process work, 279-282</p> <p>Professional advisers, 63</p> <p><i>Professor at the Breakfast Table, the</i>, 144</p> <p>Profits, division of, between author and publisher, 47 ff, 64 ff, 68, 231 ff; "secret," 65; of literary work, 185; and losses, 190</p> <p>Proof, first or office, 247; second or author's, 247 ff; "planer" and plate, 250; information concerning cor- recting, 252 ff; signs used in correcting, 256</p> <p>Proof-reader, duties of the, 247, 250, 252; corrections of the, 254</p> <p>Publications "for the account of the author," 74 ff</p> <p>Publisher, the search for the, 28</p> <p>Publishers, the sins of, 1 ff; and their clients, the record of, 6; the Memoirs of, 11 ff; a motto for, 25; office hours of, 63; literary circle of, 145; not objectors to Authors' Publishing Associations, 159</p> <p>Publishing arrangements, the basis of, 38; the different methods of, 39 ff, 80 ff; for "joint account," 65; usual terms of agreements under, 74; summary of, 82; good faith in, 116 ff; necessity for formal contracts in, 147</p> <p>Publishing calculations, 102 ff</p> <p>Publishing capital, inducements for, 71 ff; the mainten- ance of, 188 ff</p> <p>Publishing centres in the United States, 31</p> <p>Publishing connections and imprints, value of, for the author, 66, 69, 70, 183, 184</p> <p>Publishing office, routine of work in the, 62</p> <p>Publishing outlays, 77 ff</p> <p>Publishing relations, changes in the condition of, 120; pre- cision in, 147; records at the disposal of the author, 133</p> <p>Publishing service, the value of, 73, 175 ff</p>

Index

291

Index

Publishing undertakings, the basis of, 101 ; the risk in, 3
ff, 135 ff; the cost of, 191, 194 ff; "fallibility" in,
198 ff

Putnam, George P., 11, 19, 143, 175 ; and Washington
Irving, 145

Putnam's Monthly, 91

"Readers" of manuscript, 31

Record of sales, at the disposal of the author, 153

"Remainders," the cost of, 196 ff

Reuchlin, 142

Reviews, use of, for advertising, 166, 171 ; proper function
of, 172 ; the service of, 176

Reviewers, personal relations with, 177

Risks in publishing, 135 ff 187

Royalty System, the, 44 ff

Royalty, books excepted from, 56 ; commutation of, 56

Ruskin, John, 73

Sales of books, 152

Salesmen, the cost of, 195 ; travelling expenses of, 195

Scientific author, the case of a, 96, 97

Scott, Sir Walter, 8 ff; and Constable, 146

Show-bills, 166

Smith and Elder, 6

Society of Authors of London, 157

Sosii, the, publishers for Horace, 2

Speculation, in copyrights, 43 ; in new authors, 84 ff; in
literary ventures, 134 ff

Steel-engraving and printing, a slow process, 275 ; cost of,
275 ff

Story of the Nations Series, 40, 108

Subscription books, royalties on, 53 ff

Syndicating agencies, 93 ; arrangements, 93, 126 ff

Thackeray and his publishers, 6

Ticknor and Fields, 22

Index

Tooling, *see* Bookbinding

Type, sizes of, most frequently used, 238 ; specimen of Pica, 240 ; specimen of Small Pica, 241 ; specimen of Long Primer, 242 ; specimen of Brevier, 243 ; standard of measure in setting, 245 ; cost of standing, and electro-type plates, 257

Uniform Editions, desirability of, 86

Ward, Julius H., on the publisher's vocation, 19 *ff*

Wood-cuts, limitations in reproduction of, 277 *ff* ; individuality of treatment in, 277 ; use of photography in, 278 ; beautiful effects in, 277, 279

Youmans, Edward L., 40

Young writers and their first undertakings, 88



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